OFFICE OF

GENERAL COUNSEL

No. 115-2

No. 115-2

SUBJECT CLAIM OF PORTERS ON THE SOUTHERN RAILWAY AND LOUISVILLE & NASHVILLE RR for increased pay and for back pay

PART 3

March 20, 1935

Mr. Herbert E. Gaston,
Assistant to the Secretary,
Treasury Department,
Washington, D.C.

Dear Sir:

Your letter of March 19th addressed to the United States Railroad Administration, enclosing communication received in the Treasury Department from Charles J. Brown, has been referred to me.

An alleged claim in favor of one Charles J. Brown of Montgomery, Ala. has been the subject of correspondence beginning in June, 1919.

This man is persistent in his refusal to understand that he has no claim against the Director General, and unless he is so advised by either your office or the White House, I feel reasonably certain this is but the beginning of another series of letters addressed to everybody in the government service whose name he happens to know.

To assist you in replying to his communication, which I am returning herewith, I am enclosing herewith copy of a letter written by the former Assistant Director General, Mr. Sidney F. Andrews to Miss Susie Boland dated August 15, 1931, and a copy of a memorandum which I prepared for Mr. Andrews under date of May 11, 1927, which is a complete history of the case.

You will note in addition to being advised by the Director General that he has no claim, reference is made to Mr. McCarl's letter of January 11, 1923 advising Mr. Brown he had received proper compensation for his services and his claim could not be entertained.

Of course, I have no objection to replying direct to Mr. Brown, but believe a letter direct from you or the White House will, as I have heretofore stated, prevent further correspondence from this man.

Yours very truly,

Wallace B. Robinson
Assistant Director General

WBR:tar

TREASURY DEPARTMENT

WASHINGTON

March 19, 1935.

United States Railroad Administration,
Interstate Commerce Commission Building,
Washington, D. C.

Dear Sir:

The following communications received in the Treasury are referred to your office for acknowledgment and consideration:

Charles J. Brown,
43 Stone Street,
Montgomery, Alabama
(March 11, 1935)

Mr. Brown is claiming compensation from the government for service on the Louisville & Nashville Railroad during Federal control in 1918.

Very truly yours,

Herbert E. Gaston

Herbert E. Gaston,
Assistant to the Secretary.

Enclosures.

UNITED STATES RAILROAD ADMINISTRATION

Ogden L. Mills.
~~W. MELLON~~

DIRECTOR GENERAL OF RAILROADS AND AGENT OF THE PRESIDENT

WASHINGTON

O. Thacker
Comptroller

RAILROAD ADMINISTRATION
RECEIVED
AUG 9 1932
DIVISION OF LAW

August 8, 1932
File 3-30
OT:MW

Messrs. Tatgenhorst & Lytle,
Attorneys-at-Law,
Gwynne Building,
Cincinnati, Ohio.

Gentlemen:

Your letter of May 24, 1932, concerning a number of colored porters employed on the Louisville & Nashville Railroad during the war has been investigated by this office with the following results.

I am advised by Mr. A. J. Pharr, Comptroller, Louisville & Nashville Railroad, Louisville, Ky., in his letter of July 30th, that the matter has been investigated and it is found that especial car was exercised to see that train porters were not permitted to assume the responsibilities of brakeman or flagman. They were required to perform only the duties of porters and were paid accordingly, and pay was adjusted in line with Supplement No. 26 to General Order No. 27, and there is nothing unpaid on the books in their favor at this time.

The name listed as John Moore, evidently is John Moorer, formerly employed as a porter on the Birmingham Division. Moorer is the only one who took his case to court. It was tried in the Circuit Court at Birmingham, Ala. October 4th and 5th, 1922, and resulted in a verdict for the Railroad. No record was found where the other men heretofore made claim for additional compensation. Some other employees did make complaints from time to time, but on investigation, each complaint was found to be groundless.

In connection with claims against the Director General of Railroads, your attention is called to Section 206 of the Transportation Act of 1920, which provides a period of limitations of two years after the end of Federal control in which claims might be filed and that period expired March 1, 1922. Under the circumstances, no consideration can be given to claims of your clients.

Yours truly,

cc-Mr. Andrews:

Comptroller.

Your file 115-2

O. Thacker
Comptroller.

UNITED STATES RAILROAD ADMINISTRATION

Ogden L. Mills,
~~A. W. MELLON~~,
DIRECTOR GENERAL OF RAILROADS AND AGENT OF THE PRESIDENT
WASHINGTON

O. Thacker
Comptroller

Mr. Andrews

May 27, 1932
File 3-30
OT:MW

Mr. A. J. Pharr, Comptroller,
Louisville & Nashville RR Co.,
Louisville, Ky.

Dear Sir:

I enclose a copy of a letter dated May 24, 1932, from Tatgenhorst & Lytle, Attorneys at Law, Gwynne Bldg., Cincinnati, Ohio, with reference to claims made by a number of colored porters employed by the Louisville & Nashville Railroad during Federal control. The letter is self-explanatory.

I will be glad if you will make an investigation and advise me the facts with reference to the service performed by these porters and also advise if pay checks were issued to them in the adjustment of their pay and, if so, were such checks actually paid. If it is found that there is any unpaid wages due any or all of these parties at this time, please advise me the amounts, the month in which the service was performed and the disposition made on the Federal books of the unpaid amounts, i. e., show reference to the month and journal entry number in which the credits were made to Federal Profit and Loss account.

If these claims have previously been investigated by the proper officer of your Company and declined, will you kindly give me the benefit of the facts in order that I may make proper reply to the Attorneys.

Yours truly,

Comptroller.

enc.
CC-Mr. Andrews: ✓

With return of your file 115-2.

O. Thacker
Comptroller.

-COPY-

TATGENHORST & LYTLE

Attorneys at Law

Gwynne Bldg.

Cincinnati

Charles Tatgenhorst, Jr.
Lawrence R. Lytle

May 24, 1932

United States Railroad Administration
Washington, D.C.

Attention of the Chief Clerk

Gentlemen:

We represent a number of colored porters who are and were employed on the Louisville & Nashville Railroad during the war. They claim they were performing brakeman's duties under General Order 27 (dated June 30, 1919) of Wages of Railroad Employees (U. S. R. R. Administration) and hence entitled to additional wage. They also claim that supplement #25 dated December 15, 1919, gives additional authority.

Their names are as follows:

James H. Wohnson	Charlie Compton
Charles J. Brown	Rob Baker
Epriel Davie	John Moore
Burl Williams	W. M. Chambers
John Smith	John Dupree
James McBride	Babe Warfield
Rubin May	Henry Cradocks
Hersher Slator	Gillie Chatman
Shellie Westmoreland	Wash McGuire
Dave Compton	Will Blythe

Alonzo Whitaker

Will you kindly let us know if checks were issued to the above? We understand that the Statute of Limitations provides suit must be brought within two years after the termination of Federal control of railroads.

Thanking you, we are,

Respectfully yours,

TATGENHORST & LYTLE

CT:AB

By: (Sgd.) C. Tatgenhorst, Jr.

August 15, 1931
115-2

Claim Charles Johnson Brown (Col)

Miss Susie Boland,
Home Service Secretary,
American Red Cross,
423 Montgomery St.,
Montgomery, Ala.

Dear Miss Boland:

I am in receipt of yours of the 12th inst. in regard to claim of above party.

During the past four or five years this person has written a number of government departments concerning this claim, and in each case he has been advised that his claim was outlawed and that nothing whatever could be done concerning the matter.

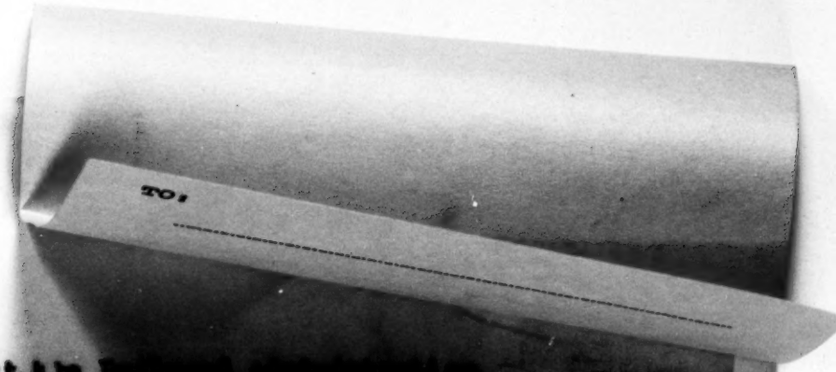
On May 11, 1927 I wrote him the following letter:

"Your letter to Mr. A. A. McLaughlin, who left our service sometime ago, has been turned over to me.

I find that correspondence in regard to your claim covers a period from June, 1919 and it has been declined by almost everybody in the government service. Mr. McLaughlin and the former Director General as well as the Comptroller of the United States has written you in regard to it. There is no way in which your claim can be recognized. I will add further that I will not answer any more letters you may write so please consider the correspondence at a close."

On July 20, 1927 I wrote to Mr. Arthur B. Hill, General Secretary and Chairman of Association of Train Porters, etc. of Richmond, as follows:

"All demands ofposters who claim additional compensation by reason of the fact that they performed some service required of brakemen are long since barred by the statute of limitations. Paragraph (a) of Section 206 of the Transportation Act of 1920 limits the time within which



claims can be enforced against the [illegible] to two years after the passage of [illegible] 1922. The Supreme Court of the United [illegible] held that a public officer had no right to [illegible] and under this situation the Director General of [illegible] has no discretion whatever to consider claims of this character. No claims of this kind have been recognized where suit was not brought within the time fixed by the statute. There is no way, at this time, that these claims can be recognized."

On April 24, 1925 the former Director General of Railroads, James C. Davis, wrote Mr. Tressie Jean Pierce, Columbia, S. C. as follows:

"Your favor of the 21st inst., addressed to General Solicitor McLaughlin, has been referred to me, Mr. McLaughlin being temporarily out of the city.

All demands of porters, who claim additional compensation by reason of the fact that they performed some services required of brakemen, are long since barred by the statute of limitations. Paragraph (a) of Section 206 of the Transportation Act limits the time within which claims can be enforced against the Railroad Administration to two years after the end of Federal control. The Supreme Court of the United States has many times held that a public officer has no right to waive the statute, and, under this situation, I have no discretion whatever to consider claims of this character.

No claims of this kind have been recognized where suit was not brought within the time fixed by the statute, and the Railroad Administration has consistently held that these men, because of the fact that at times they may have thrown a switch or done some act of that kind, usually done by a brakeman, were not entitled to additional compensation.

There is no way that, at this time, these claims can be recognized."

Yours very truly,

Sidney F. Andrews
Assistant Director General

SFA:tar

FRANK McPHERSON
CHAPTER CHAIRMAN

MRS. A. B. MEYER
CHAIRMAN FAMILY SERVICE

E. J. MEYER, SR.
CHAIRMAN FINANCE

AMERICAN RED CROSS

FAMILY SERVICE
423 MONTGOMERY STREET
MONTGOMERY, ALABAMA

U. S. RAILROAD ADMINISTRATION.
RECEIVED
AUG 15 1931
DIVISION OF LAW.

MISS MABLE CULTER
EXECUTIVE SECRETARY

August 12th, 1931

Director General of Railroads
U. S. Railroads Administration
Washington, D. C.

RE: Brown, Charles Johnson (col)

My dear Sirs:

The above named, Charles Johnson Brown, has called at our office regarding back wages which he believes is due him from the railroad.

Brown claims to have worked for the Louisville and Nashville Railroad between Nashville, Tenn. and Montgomery, Ala., as a train porter from 1900 to 1922. He claims to have been making $60.00 per month until the railroads were placed under federal control, at which time he received less than half of the increase he was promised.

Brown states that he made a complaint to this effect in 1918 to the U. S. Railway Labor Board and was advised that his claim was being considered and he would be advised at a later date. In 1922 he went to Washington and filed a claim and was again advised that he would be notified. He says he has had no correspondence with your office in two years, but is anxious to push his claim at the present time.

We shall greatly appreciate any information you may be able to give us regarding this man's claim.

Thanking you, we are

Very truly yours,

Susie Boland
(Miss) Susie Boland
Home Service Secretary

B.

VETERANS ADMINISTRATION

UNITED STATES VETERANS BUREAU

WASHINGTON

February 13, 1931.

THIS LETTER REFERS TO YOUR FILE NUMBER:

IN REPLY REFER TO: ED-G

U.S. RAILROAD ADMINISTRATION RECEIVED FEB 14 1931 DIVISION OF LAW

Chas. J. Brown,
43 Stone St.,
Montgomery, Alabama.

Dear Sir:

Your communication of February 9, 1931 has been referred to U.S. Railroad Administration, Pennsylvania Ave. & 18th St., N.W., Washington, D.C. for attention.

Any future correspondence relative to this matter should be addressed to that office.

By direction,

W. C. BLACK,
Chief Clerk.

Ch. Clk. 229

CLAIM OF
C/ JOHNSON BROWN
43 stone st.
Montgomery Ala.

MONTGOMERY, ALABAMA

43 S tone st.

feb. 9th.31.

FEDERAL BEAUREAU.
WASHINGTON .D.C.

Please file in your office for consi teration. Aclaim for service rendered the Goverment while in time of war.
ariseing from gen. order no.27. supliment no.12. pag. 2. & 3. with the premis of an equlized wage with no discremination. with a garenteed wage provided for by the goverment by the aproperations made througe congress under the national contrack of brotherhood of trainman givon by the goverment.

this service being rendered the goverment on the LOUISVILLE AND NASHVILLE RAILROAR while being under federal controal.

all R.R. receiving their equal aproperations by the goverment at the same time. and for the same perpose. some employee received it and some did not.

RESPECTFULLY YOURS
Chas.J.Brown. att.orney.
43. stone st Montgomery Ala.

AFTER FIVE DAYS RETURN TO

Chas. J. Brown att.

43. Stone st.

MONTGOMERY, ALABAMA

MONTGOMERY
FEB 7 PM
4 30
1931
ALA.

2 9 31

2 9 31

2 9 31

FEDERAL BEAUREAU.

WASHINGTON D.C.

UNITED STATES VETERANS BUREAU

WASHINGTON

August 29, 1930

THIS LETTER REFERS TO YOUR FILE NUMBER:

IN REPLY REFER TO: EDHB 801

BROWN, Charles J.

U.S. Railroad Administration,

Washington, D.C.

U.S. RAILROAD ADMINISTRATION. RECEIVED AUG 29 1930 DIVISION OF LAW

Gentlemen:

The attached communication is referred for your attention and the writer has been so informed.

By direction,

W. C. BLACK,
Chief Clerk.

Incl.

Birmingham
Ala

MONTGOMERY, ALABAMA
43 Stone st. aug. 15 th 30.

to the Vet. beaureau .
Washington D.C.

under the last act of congress in favor of the worlds war vetrans inabling all that was in the service sixty days tofile for thare com_ Pansations.

please may I file for service rendered the goverment while in time of war for 43 monts of service rendered on the LOUISVILLE AND NASHVILLE RAILROAR WHILE UNDER FEDERAL CONTROAL. and under the national contrack of brotherhood of trainman with the promis of an equlized wage . which was provided for by congress. with aproperations made to all R.R. in the U.S. with no discremination for those performing the duties of passen_ gre train brakes man. for which i by the scale of wages shown was paid less than one half of my earned wages. that others received.

yours Chas.J.Brown.

$0 $1

canisdency
20 cts

June 20, 1928

File 115-2

Mr. W. S. Dewhirst,
Assistant Chief of Division,
General Accounting Office,
Washington, D. C.

Sir:

I acknowledge receipt of your letter of June 12, File Pre-014429-GUC, concerning an application from Charles Johnson Brown for pay for services rendered as porter on the Louisville and Nashville Railroad during the period of Federal control.

During the past four or five years this party has written a number of Government Departments concerning his claim and in each case he has been advised that his claim was outlawed and that nothing whatever could be done concerning the matter. On May 11, 1927, I wrote him the following letter:

> "Your letter to Mr. A. A. McLaughlin, who left our service sometime ago, has been turned over to me."
>
> "I find that correspondence in regard to your claim covers a period from June 1919 and it has been declined by almost everybody in the Government service. Mr. McLaughlin and the former Director General as well as the Comptroller of the United States has written you in regard to it. There is no way in which you claim can be recognized. I will add further that I will not answer any more letters you may write so please consider the correspondence at a close."

Under the circumstances there is nothing further whatever that I can do in the matter and I am filing the papers.

Very truly yours,

Assistant Director General.

GENERAL ACCOUNTING OFFICE

WASHINGTON

CLAIMS DIVISION

IN REPLY PLEASE QUOTE

Pre-014429-GUC

June 12, 1928

U. S. Railroad Administration,
Washington, D.C.

Sirs:

There is referred herewith application from Charles Johnson Brown for arrears of pay for services rendered as porter on the Louisville and Nashville Railroad while that road was under Federal control.

It appears that a similar claim was referred to the Director General of Railroads under date of October 3, 1924.

The claimant is being advised of this reference.

For the Comptroller General of the United States

Respectfully,

W S Dewhirst

Asst. Chief of Division.

MCJ

June 12, 1928.

Pre-014429-GUC

U. S. Railroad Administration,
Washington, D.C.

Sirs:

There is referred herewith application from Charles Johnson Brown for arrears of pay for services rendered as porter on the Louisville and Nashville Railroad while that road was under Federal control.

It appears that a similar claim was referred to the Director General of Railroads under date of October 3, 1924.

The claimant is being advised of this reference.

For the Comptroller General of the United States

Respectfully,

W. S. Newhirst
Asst. Chief of Division.

MCJ

GENERAL ACCOUNTING OFFICE
CLAIMS DIVISION
Form 2034

Serial No. 014429

APPLICATION FOR ARREARS OF PAY, ETC., FOR SERVICE IN THE ARMY, NAVY, OR MARINE CORPS.

RECEIVED
G. A. O.
MAY 11 1928

GENERAL ACCOUNTING OFFICE
MAY 11 1928
RECEIVED
CLAIMS DIVISION

I, Chas J. Brown, respectfully state that I am the identical
(Claimant's name legibly written.)

person who served RR Service
(If service was in the Army, give rank or grade and organization in which service was rendered. If in Navy or Marine Corps, give rank or rating and vessel or station. The dates of enlistment and discharge should also be given.)

This application is made to recover amounts believed to be due me from the United States as follows: back Pay at Hammans Rates minus the ½ Paid
(State here what you believe to be due you. Specify dates, places, and circumstances necessary to give an understanding of the grounds on which your claim is based.)
Gen Order #27 Supplement #12
Pg. #2&3. as some Employes did receive
this Promised Equipped wage for his service
but I with others Received less than ½ of it

My post office address is 1603 State St
Nashville Tenn

Serial Number C1395-9 War

Chas Johnson Brown
(Signature of claimant.)

If claimant is now serving in the Navy or the Marine Corps, the following certificate should be furnished by the Supply Officer or Paymaster:

U. S. ..... Date .....

I HEREBY CERTIFY that I have not paid, and will not pay, any portion of the within claim.

Chas J. Brown

Mail this application, when completed, to Claims Division, General Accounting Office, Washington, D. C., and advise that office promptly of any change of address.

2—4077 GOVERNMENT PRINTING OFFICE

NASHVILLE
MAY 9
11 AM
1928
TENN.
2 CENTS
Mrs. J. Brown
1603 State St
Nashville
Tenn.
To the Claims Division
General Accounting
Office
Washington
D. C.

115-2

16 03 stete st Nashville Tenn 8th 28th 27.

Mr. Sidney F. Andrews General solicitor of Railroad Admenistration.

Dear sir in adition to my resant letter to you for reconsiteration of my claim for compensation ariseing from service rendered the goverment while operateing all R.R. under federal controal. please accept the readings of settlements which grew out of the same soarse and was filed sense our s but received A settlement before as follows. U.S.PAYS RAILROADS I.OO $ IN SETTLEING OF CLAIMS.

Washimgton D.C.July. 3o.25.

the united ~~states railroads administ~~ istration anounsted today it had reached A final settlement with a number of railroads growing out of 26 monts of federal controal director general davis paid the toledo stLouis and western15o.ooo.oo the following roads accepted to settle thare claimsin full the T.P.I.$00 .ooo.ooHocking vally7oo.o oo.oo shortlines railroads received the following amounts the payments of these claimson final settlement is largly madeup of balance of compinsation due.

the se claims I am asking you for consiteration was filed before these was and iff this roar have made any settlement we have not received any and what we ae asking is the blame be placerd on the right parties iff the goverment is due our settlement advise us and iff thay have settled with the LOUISVILLE AND NASHVILLE RAILROADS FOR our service rendered them advise us and we will no ferther anoy you but at once call on the above road for an adjustment .

verryrespetfully

Chs. J. Brown.

i6 o3 stete st Nashville Tenn 8th 28th 27.

Mr.Sidney F.Andrews General soliciter of Railroad Admenistration.

Dear sir in adition to my resant letter to you for reconsiteration of my claim for compensation ariseing from service rendered the goverment while operateing all R.R. under federal contreal. please accept the readings of settlements which grew out of the same scarse and was filed sense our s but received A settlement before as follows. U.S.PAYS RAILROADS I.OO $ INSETTLEING OF CLAIMS.

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verryrespetfully

Chs.J.Brown.

1693 State st. Nashville Tenn 8th 27 year and 15th day.

1152

Mr. Anderson
.....
Solisiter of U.S.R.R.ADMENISTRATION.

Dear sir will you please take under your study the claim for more than 12 men whoo under federal contreal of all railreads in the us. failed to carry out thare promis only with some and not with others.

this claim arriseing from general orders no 27. supliment no 12. pg.2.&.3.

general order no.27.

any men performing the same duties as the other shall have the same pay. and whare women is employed instead of men thare pay and rules for overtime shall be the same.

)a) on jan.1st 1918 when the goverment drafted into thare service all r.r. and thare employees to serve them by duly redgestering to show thare willingness to serve them thense came questioneers from washington which was filled out and returned to them thus we was placed in the reserved class to go to grunt when required to do so justly intitleing us to the premised and provided wage by the goverment. some colard men and all whites whoo preformen the same dutys and for the same road under the fedsral cent_ rol received thare equlised wage as provided by the goverment. but we by the wage_ scale and the wages paid for our class of work we only received from the goverment less than one half of our provided for wages. and run offthe jobs beeause we contented with the goverment for his (THARE) earned wages.

supliment no.12. pg. no. 2. reades whare white brakesmen is not employed the compensat _ion and rules for overtime shall be the same for boath passengertrain and freight_ train service. as for position on minium paid contigous reads.(CONTAGIOUS) TRANSMITED by contract.

it being and undesputed fact that this road and all others was by transmition under the absolute contreal of the goverment and was through congress provided for as all oth_ rs. or else no one would have benn paid by thare guarntee wage scales.

pg. no.2. reades. this order shall not courtail the duties of the one heartofore classed as trainporters.

this goes to show the gogerment reclassed us acording to our questioneers. justly intitl_ ing us to our provided for equlised wage.

pv.4. this order shall not infrenge upon the coniorities of the white man (CENIORITIE RITES OF THEWHITE TRAIN MAN.

thus any man the same age in the service could ask and rec_ eime his or thare position as acording to thare age in the service. of either passenger _and freight train service. all colard men in freight train service received thare promised equlised wage of this road and some men colard received the same asprovided on other R.R.as the whites.

this claim being under conciteration by the labor board. sense 1918. and no c 28_ci5. enc 2nd c 13_ci5.

I ferther holde letters from several authorities of the goverment showing that this claim was being investergated and to be patient. also showing that these claims was presented in the legal times and not subject to being bared on the acount of expIRATION of time. and signatures of those of the goverment of authorities.

I wes dischirged from the service after the goverment had returned the roads to thare owners on the acount of contenting with the goverment . and frankly telde so. this serv_ ice rendered the goverment while in tibe of war on the LOUISVILLE AND NASHVILLE R.R. while under federal contreal. those that claimed. Chs.JohnsonBrown.

Drew.Tapp. died in the service.
Gilbert Chattman. W.Mc.Guire.
Henry Craddock. EdLewis
Alenza Whittaker. J.Herren
Babe Warfield. John Moore. discharged
W.M.Blythe for contenting.
John.Hadocks.

yours for conciteration Chs.J.Brown. spokesman.

16e3 State st.Nashville Tenn . 7th 25. 27.

Mr.Sidney F.Andrews. general selisiter of

R.R. Adminastration Washington D.C.

115-2

Dear sir.

Pease advise me iff upon produceing you everdense that under federal centrealbeginn_ the year of 1919 with A claim for compensation arriseing from general order no 27. sup. no.12. pg. 2&3 was not settled neither given a conciteration before it was bared by the experation of time. and by cermunereation from the authorities of the goverment was adv_ ised to be patient that this matters was being investergated. then in the year of 22or 2 _3. this claim with others was bared by the experation of tim.e .

this claim ariseing for service rendered the goverment while operateing all R .R under feneral centreal. with a promis of an equlized wage with no discremination and provided for by the goverment at the same time . some received it and some did not. a setlement was promised from the comptrellers effice. but failed.

would you consiter this claim and iff everdense is of such will you see that a setle_ MENT is broughtabout peasibly and under conditions.

this service wendered the goverment while operateing all R.R.in the U.S. under federal centreal on the LOUISVILLE AND NASHVILLE .R.R. and in the position of passengertrain brakesman. all train crews consisted of 4 (FOUR) men and these men was designated as conducter . flagman.Baggageman.and Brakesman.I being the fourth man was promised the same pay by the goverment as the flagman. and some reads the fourth man was paid the promised and equlised wage as provided by the goverment and some did not. I am in position to give you any everdense you might require. showing that theis claim is just adn should be given attention and settlement . VERRY RESPECTFULLY.

yours Chs.J.Brown.

July 20, 1927.

Claim of Train Porters
- - -

Mr. Arthur B. Hill,
Gen'l Sec'y & Chairman,
Ass'n of Train Porters,
Brakemen and Switchmen,
632 North Thirtieth St.,
Richmond, Va.

Dear Sir:

Your letter of July 18th addressed to Mr. A. W. Stoll, has been referred to me. Mr. Stoll left our service July 1st.

All demands of porters who claim additional compensation by reason of the fact that they performed some services required of brakemen are long since barred by the statute of limitations. Paragraph (a) of Section 206 of the Transportation Act of 1920 limits the time within which claims can be enforced against the Railroad Administration to two years after the passage of said Act, viz., February 28, 1922. The Supreme Court of the United States has many time held that a public officer had no right to waive the statute and under this situation the Director General of Railroads has no discretion whatever to consider [redacted] of this character. No claims of this kind have been recognized where suit was not brought within the time fixed by the statute. There is no way, at this time, that these claims can be recognized.

Very truly yours,

General Solicitor.

SFA/epb

EXE[illegible]IVE OFFICERS
ANDR[illegible] HUGGINS, PRESIDENT
F[illegible]RENCE, S. C.
L. STARLING, 1ST VICE-PRESIDENT
JACKSONVILLE, FLA.
ALEX GREEN, 2ND VICE-PRESIDENT
FLORENCE, S. C.
SAM WHITE, TREASURER
FLORENCE, S. C.
ARTHUR B. HILL, GEN'L SEC'Y & CHAIRMAN
RICHMOND, VA.

Association of Train Porters, Brakemen and Switchmen

GRAND LODGE HEADQUARTERS
622 NORTH THIRTIETH STREET
RICHMOND, VIRGINIA

Juncti Ad Justiciam

DIRECTOR BOARD
W. A. LEE
RICHMOND, VA.
JOHN WHITE
LAKELAND, FLA.
WYMAN STOKES
ATLANTA, GA.
JAMES PATTERSON
SAVANNAH, GA.
JAMES FLOWERS
FLORENCE, S. C.
J. E. BYRD
ROCKY MOUNT, N. C.

July 18, 1927.

E38-08-17

Mr. A.W. Stoll, Chief Clerk,
United States Railroad Administration,
Washington, D.C.

Dear Sir:-

After having tryed for the past few years to get settlement out of the Management, for Back Pay due them for service rendered as Brakemen on Passenger Trains, But was classed as Train Porters, during Federal Control of the Railroads, Seven Train Porters in service of the Georgia Southern & Florida Railroad have requested that this Organization which is their representative take their case up with the U.S. Administration, and request settlement.

Please advise what form of proceadure we can make to have you consider the case for settlement.

Thank you for any information you may give us.

Yours very truly,

Arthur B. Hill
Gen' Secretary & Chairman.

ABH/P.

May 11, 1927.

115-2

Mr. Charles Y. Brown,
1603 State Street,
Nashville, Tennessee.

Dear Sir:

Your letter to Mr. A. A. McLaughlin, who left our service sometime ago, has been turned over to me.

I find that correspondence in regard to your claim covers a period from June, 1919 and it has been declined by almost everybody in the Government service. Mr. McLaughlin and the former Director General as well as the Comptroller of the United States has written you in regard to it. There is no way in which your claim can be recognised. I will add further that I will not answer any more letters you may write so please consider the correspondence at a close.

Very truly yours,

Assistant Director General.

SFA/epb

Form G-18

FILE NO. 115-2

UNITED STATES RAILROAD ADMINISTRATION

DIRECTOR GENERAL OF RAILROADS

SUBJECT:

May 11, 1927.

MEMORANDUM: for Mr. Andrews:

I have gone through Mr. Alvord's file E-38-11-A. Charles J. Brown is an alias under which this man corresponds. As Johnson Brown he was employed as a train porter on the L&N RR during the period of Federal control. His complaint is that certain train porters on the L&N were required to act as passenger brakemen without receiving the pay, therefor, under supplements to G.O. 27. His correspondence beginning in June of 1919 was referred to the Division of Labor. After an investigation Brown was advised by Assistant Director, H. P. Daugherty, letter dated Sept. 9, 1919, it was his understanding claim was made for back pay and therefor the matter should be taken up with the officials of the railroad preparatory to having a joint submission prepared, stating the facts and setting forth the contentions of both parties for transmission to the Department at Washington. Much correspondence followed and on April 2, 1920 Mr. J. A. Franklin an Assistant to the Director General advised Brown the matter should be taken up with his local chairman of the Brotherhood of Railroad Trainman in an effort to affect an adjustment in the regular way. Under date of May 7, 1920 Mr. Franklin replied to a letter from Brown again advising him the matter should be taken up by his labor organization. Subsequent letters from Brown were merely acknowledged until July 1, 1921, Mr. Alvord wrote, advising that the Director General had ruled that claims not submitted to him prior to July 15, 1920 should not be given consideration, but that he would investigate to determine whether or not there was any obligation devolving upon the Director General. This investigation brought a letter from Mr. B. M. Starks General Manager of the L&N advising he could locate no Charles J. Brown, but had found at the address given him a Johnson Brown employed as a train porter but who denied he had made any claim or complaint concerning wages. More letters were received from Charles J. Brown and in reply to another letter from Mr. Alvord, the General Manager, Mr. B. M. Starks of the L&N advised him Johnson Brown admitted he had written the letters over the signature of Charles J. Brown. Mr. Starks did not believe this man had a just claim against the Administration as he performed no duties as a train porter, other than those he was required to perform, under orders of his conductor, and for which he was paid. He further added the claim was not presented before July 15, 1920 the date set by the Director General. In view thereof Mr. Alvord under date of September 24, 1921 wrote Brown, definitely declining his claim. Several subsequent letters were finally referred to Mr. McLaughlin who, under date of Oct. 14, 1921 concurred in Mr. Alvord's position and called Brown's attention th the fact many cases of this character had been tried resulting in judgments in favor of the government. These, however, were suits brought before the running of the statute. Under date of December 22, 1921,

February 5, 1922 and May 3, 1922 Mr. Davis wrote this man declining his claim. Brown has written the President of the United States, the Comptroller General, The U. S. Labor Board, War Department, and each time his communications have been referred to the Director General. Further, Mr. McCarl, under date of January 11, 1923, wrote Brown, sending a copy t o the Director General, he had received proper compensation for his services and his claim could not be entertained. Brown continued to write, however, to the President and the Comptroller General. Under date of April 15, 1924 Mr. Davis again wrote Brown declining his claim. Further letters written to the President and Comptroller General have been referred to the Director General. Mr. Alvord's file ends with a letter from Brown to the President dated July 13, 1925, which was not answered and copy of his letter to Mr. Davis in November 24, 1925.

This man apparently has no claim, if so, it was not properly filed with the Director General before July 15, 1920, nor sued before the running of the statute.

His general Manager advised, Brown performed no duties other than those of train porter for which he was fully paid. In other words, his claim has been fully investigated and declined by the Director General and Comptroller General of the United States. He is writing under a fictitious name annoying everyone he seems to think of. If he is still employed by the L&N under the name of Johnson Brown his present general manager Mr. T. E. Brooks at Louisville, Ky. might be of some assistance in having this matter terminated.

W. B. Robinson,

WBR/epb

115-24

1603 State st. Nashville Tenn

Mr. A.A. Mc. laughlin General solisitor. of U.S.

Dear sir.

[redacted] fully studying the claim filed and no. in the comptrolers office Mr. J.R. McARL compensation due me and others for service rendered the Goverment while operateing a R.R. under federal comtroal I have the plesure of reading rour latter under date of oct. 14th 21. in which you states that thare was several claims of this mature. and that thare had benn some of them tried out and judgement s had been rendered for the goverment.

please may I ask . the judgment rendered releast the goverment of the labilerties of any claim ariseing from any of thare general orders while operateing all R.R. ? under federal controal.,

whoo then does the libilerties for these claims rest.?

yours respectfully Chs. J. Brown.

April 24, 1925.

Mr. Tressie Jean Pierce,
No. 7 Clark Law Building,
Columbia, South Carolina.

Dear Sir:--

Your favor of the 21st inst., addressed to General Solicitor McLaughlin, has been referred to me, Mr. McLaughlin being temporarily out of the city.

All demands of porters, who claim additional compensation by reason of the fact that they performed some services required of brakemen, are long since barred by the statute of limitations. Paragraph (a) of Section 206 of the Transportation Act limits the time within which claims can be enforced against the Railroad Administration to two years after the end of Federal control. The Supreme Court of the United States has many times held that a public officer has no right to waive the statute, and, under this situation, I have no discretion whatever to consider claims of this character.

No claims of this kind have been recognized where suit was not brought within the time fixed by the statute, and the Railroad Administration has consistently held that these men, because of the

fact that at times they may have thrown a switch or done some act of that kind, usually done by a brakemen, were not entitled to additional compensation.

There is no way that, at this time, these claims can be recognized.

Yours truly,

Director General.

JCD-EH.

TRESSIE JEAN PIERCE
ATTORNEY AT LAW
No. 7 CLARK LAW BLDG.,
COLUMBIA, S. C.

April 21st, 1925.

1/5-2

Re: Claim- compensation due Andrew Hampton- colored porter, Southern Railway.

Re: Claim - Compensation due Henry Williams- colored porter, Southern Railway.

Mr. A. A. McLaughlin,
General Solicitor, United States Railroad Administration,
Washington, D. C.

Dear Sir:

The above claimants have applied to me to endeavor to obtain for them certain compensation due them in the general raise of railroad employees during the war. These porters claim that porters were included in this general raise; that they know several who were included in the raise who were in exactly the same class as themselves, while these two and several others got no increase.

I am writing to ask you if these claims should be handled through your department, and if not to just what head or department of the United States Railroad Administration should I spply in order to have this matter investigated. In other words, what department or head of the United States Railroad Administration handles claims of this character which arose under Federal control of the Railroads.

It seems that several of these men received compensation after the statutory time limit had expired.

Thanking you very much for any information you can give me in the premises, I am,

Yours truly,

Tressie J. Pierce

August 30, 1924.

115-2

Dear Sir:

I have your favor of the 28th inst., addressed to the United States Railroad Administration in reference to claim of Henry Coleman. I understand Mr. Coleman was a train porter on the Southern Railway, Richmond Division, during the period of Federal control. I am unable to locate in our files any claim presented by Mr. Coleman, nor can I discover that we have had any correspondence with or in connection with Mr. Coleman, aside from that with yourself. Assuming, however, that Mr. Coleman was, in fact, a train porter, employed on the Southern Railroad during Federal control, we are of opinion that he was entitled to pay as a train porter only and not as a brakeman as many of such train porters have contended. The Administration refused to recognize such claims and a few suits were brought by porters employed on the Southern Railway. The question of liability turned on questions of fact as to whether the men were, in fact, performing duties of a brakeman and were qualified so to do. The case was tried in the Supreme Court of the District of Columbia and a verdict was rendered in favor of the Railroad Administration. Judgment entered therein was reversed by the Court of Appeals of the District of Columbia on account of erroneous instructions. Thereafter, pending cases were adjusted on a compromise basis. We have at all times been of the opinion that the men were not qualified to perform duties of brakemen and did not, in fact, perform such duties, although at times they voluntarily threw a switch or did some other act which brakemen usually do. If Mr. Coleman felt that he was entitled to pay as a brakeman, he should have brought a suit and had the matter adjudicated. So far as I am advised he did not bring a suit within the period of limitations provided by Section 206(a) of the Transportation Act 1920 and that any claim he may have had become thereby barred. The Director General is without authority to pay a claim that has become barred and regardless of the merits of Mr. Coleman's claim, the Director General is now without any authority to make him any allowance and cannot do so.

Respectfully yours,

AAM:MW

General Solicitor.

Mr. Jules C. Robbins,
1310 North American Bldg.,
Philadelphia, Penna.

Cy: Mr. Chas Clark, Solicitor, Southern Ry. Co.

BELL PHONE
WALNUT 2420

KEYSTONE PHONE
RACE 5698

LAW OFFICES
JULES C. ROBBINS
1310-12 NORTH AMERICAN BUILDING
BROAD BELOW CHESTNUT STREET
PHILADELPHIA, PA.

August 28th, 1924.

U.S. RAILROAD ADMINISTRATION
AUG 29 1924
DIVISION OF LAW

115-2

United States Railroad Administration,
Washington, D. C.

Attention:- W. D. Robinson, Esq.

Dear Sir:-

Will you please be kind enough to refer to your file #115-2-B containing my letter to you of August 15th, your letter to me of August 18th, and my letter to you of August 22nd.

Since that time I have written to Mr. C. E. Clark, Solicitor of the Southern Railway Company and this is the reply I have received from him, " Beg to acknowledge receipt of your letter of August 22nd, concerning claim of Henry Coleman. The Railroad Administration has declined to recognize such claims."

Will you please enlighten me as to the status of this claim.

Yours respectfully,

Jules C. Robbins

JCR/s.

BELL PHONE
WALNUT 2420

KEYSTONE PHONE
RACE 5698

LAW OFFICES
JULES C. ROBBINS
1310-12 NORTH AMERICAN BUILDING
BROAD BELOW CHESTNUT STREET
PHILADELPHIA, PA.

U.S.R.R. ADMINISTRATION
RECEIVED
AUG 23 1924
DIVISION OF LAW

August 22nd, 1924.

W.D. Robinson,
Division of Law,
United States Railway Adminstration,
Washington, D.C.

Dear Mr. Robinson:-

I am in receipt of your letter of August 18th, 1924 bearing your file number 115-2-b. for which please except my thanks.

I take it that my letter should have been addressed to Mr. Charles Clark, solicitor of Southern Railway Co, and am therefore sending him a copy of the letter that I had previously sent to you.

Yours Respectfully,

Jules C. Robbins

JCR/JR.

8/23

August 18, 1924.

115-2-B

Dear Sir:

Your favor of the 15th instant addressed to Mr. C. E. Clark, General Counsel, United States Railroad Administration, Washington, D.C., with reference to Henry Coleman case, has reached the office of General Solicitor, A. A. McLaughlin, who is absent from the City. Mr. C. E. Clark is unknown to me, and we have no General Counsel, but I assume your letter was intended to be brought to the attention of the Railroad Administration; although wage matters arising from Federal operation of the Southern Railway have heretofore been handled by Mr. Charles Clark, Solicitor, Southern Railway Company, Washington. There is a question in my mind whether or not your letter was intended for this office or to be brought to the attention of Mr. Clark of the Southern Railway Company.

Inasmuch as Mr. McLaughlin will not return to the City before August 25th if, in the meantime, you will advise me what direction should be given your communication, I shall be very glad to comply with your wishes.

Very truly yours,

Chief Clark.

Jules C. Robbins, Esq.,
1310-12 North American Bldg.,
Philadelphia, Pa.

WRR/eph

BELL PHONE
WALNUT 2420

KEYSTONE PHONE
RACE 5698

LAW OFFICES
JULES C. ROBBINS
1310-12 NORTH AMERICAN BUILDING
BROAD BELOW CHESTNUT STREET
PHILADELPHIA, PA.

115-2

U.S. RAILROAD ADMINISTRATION
RECEIVED
AUG 16 1924
DIVISION OF LAW

August 15, 1924.

Mr. C. E. Clark, General Counsel,
United States Railroad Administration,
Washington, D. C.

Dear Sir:-

Mr. Henry Coleman, now residing in Philadelphia, asked me to represent him concerning a matter of back pay, which he alleges is due him arising out of General Order No. 27, Supplement 12.

He informed me that he was employed on the Richmond Division of the Southern Railway as a train porter, and that during that period he received $65.00 a month with an understanding, on his part, that he was to receive $120.00 a month, the same as the white men were receiving. In view of this, he feels that there is due him the sum of $990.00.

Will you please be kind enough to advise me concerning this claim.

Very truly yours,

JCR:AW

Jules C. Robbins
W.

June 4, 1924.

115-2

John Garrison v. Director General.

--

Dear Mr. Clark:

I have your favors of May 29, and June 2, in reference to adjustment of above suit. We are very reluctant to pay more than 25% in any of these cases. You state, however, that this appears to be the last case on the Southern. If this is your last case, and the last case of Hill & Adams, Garrison's attorneys, in reference to any railroad under Federal control, I think we would be justified in paying 50% or $[illegible]. I would not, in any event, authorize payment of more than that amount, and do not feel that we should pay that amount if Hill & Adams still have a large number, or a considerable number of like cases, either on the Southern or on other railroads.

This firm did have a considerable number of cases, if I recollect correctly, and I am not clear that they have been disposed of. If they have other cases, a precedent of 50% in this case would be very embarrassing to us.

Respectfully yours,

AAN:EW

General Solicitor.

Mr. Chas. Clark, Solicitor,
Southern Railway,
Washington, D. C.

Southern Railway System

Law Department

1300 Pennsylvania Avenue

Washington, D.C., June 2, 1924-a

115-2

28225

L.E.JEFFRIES,
VICE-PRESIDENT & GENERAL COUNSEL.
S.R.PRINCE,
GENERAL SOLICITOR.
J.T.STOKELY,
GENERAL SOLICITOR.
CHARLES CLARK,
SOLICITOR.

John Garrison v. Director General.

RECEIVED
JUN 3 1924
DIVISION OF LAW

Mr.A.A.McLaughlin,
General Solicitor,
U.S.R.R.Administration,
Washington, D. C.

Dear Mr.McLaughlin:

Follow my letter of May 29th with a further letter from Mr. Neely enclosing one from Hill & Adams, Garrison's attorneys, bearing on the prior handling with the Director General.

Yours very truly,

Solicitor.

SOUTHERN RAILWAY SYSTEM

LAW DEPARTMENT

28225

SANDERS McDANIEL
DIVISION COUNSEL

ATLANTA, GA. May 29, 1924.

John Garrison vs. Southern Railway Company.

Mr. Charles Clark, Solicitor,
Washington, D. C.

Dear Sir:-

Following my letter of the 27th instant, I inclose you herewith copy of a letter just received from Messrs. Hill & Adams with reference to filing claim with the Director General in the above stated case.

I presume this information can be checked up, and if it is correct does it put any different complexion upon the matter, and are you prepared to recommend settlement upon the basis which I suggested in my recent letter?

You will note that after the telephone conversation I had with Mr. Hill and the suggestion that no report had been made to the Director General or claim filed with him as one of our contentions, in writing me he has raised his price from fifty per cent. to sixty-five per cent; but I have no doubt that if we can get the settlement through on the basis of fifty per cent. he will force the settlement through with Garrison.

Very truly yours,

Edgar A. Nee

N-T

Assistant to Division Counsel.

COPY

HILL & ADAMS
ATTORNEYS AT LAW

Atlanta, Ga., May 27, 1924.

In re: Case John Garrison.

Messrs. McDaniel & Neely,
Trust Co. Ga. Bldg.,
City.

Gentlemen:-

Referring again to the above case and your statement that Garrison had never reported this claim to the Government as a reason for declining to make him a reasonable settlement beg to advise that you are absolutely mistaken about this, as we have copies of correspondence between John Garrison and Director W. D. Hines dated June 28, 1919 in which a full report was made of not only Garrison's case but numerous others.

We also have a reply from the Division of Labor, J. A. Franklin, Asst. Director General, of July 10, 1919, File E-3811-A, which advises Garrison that his claim will be paid.

Again, we have a notice from John Garrison, dated Birmingham, March 1, 1919, to W. D. Hines, Director General, reporting his claim and asking for consideration.

On June 4, 1919, we have copy of letter from Garrison to H. H. Vance, Division Superintendent, reporting his claim and asking for consideration, which co mmunication was replied to by J. A. Franklin, dated April 8, 1919, acknowledging receipt of Garrison's claim and asking for certain reports pertaining to this claim, and as quoted from the latter part of Franklin's letter, "Upon receipt of such a statement in this office the matter will have prompt attention and an adjustment be effected. E-3811."

We have numerous other documents to show that Garrison did everything in the power of a living human to get some one to recognize his claim and pay what he was justly entitled to and it does look to us that it is in bad faith at this time to undertake to defend because Garrison failed to make report of his claim before he employed Counsel. All this correspondence both from Garrison and the heads of the Government Department

occurred before he knew Hill & Adams. Therefore, we shall expect in settlement of his claim at least 65% of the total amount to which he is entitled and we shall put the case on the calendar for trial next week if this meets with your approval.

Thanking you, we are

Very truly yours,

Hill & Adama.

H'DM

Southern Railway System

Law Department

1300 Pennsylvania Avenue

Washington, D.C.

115-2

L.E.JEFFRIES,
VICE-PRESIDENT & GENERAL COUNSEL.
S.R.PRINCE,
GENERAL SOLICITOR.
CHARLES CLARK,
SOLICITOR.

U.S. RAILROAD ADMINISTRATION
RECEIVED
MAY 31 1924
DIVISION OF LAW

May 29 1924-t.

John Garrison v. Director General.

Mr.A.A.McLaughlin,
General Solicitor,
Railroad Administration,
Washington, D. C.

Dear Mr.McLaughlin:

Banquo's Ghost again. The Porter suits. This one of John Garrison I believe is the last one. Please see your letter of Sept.6,1923, file 115-2. I wouldn't recommend $750.00. Enclose copy my letter to Mr.McDaniel of Nov.3 1923. I have previously given limit of $242.06, which is the old "twenty-five per cent" basis. Enclosy letter from Mr.Neely. $484.12 is now offered. Frankly, I will be glad to get rid of these porter troubles and I am moved to hope you will authorize this. Such direction will be very greatly appreciated.

Very truly yours,

C Clark

Solicitor.

Washington November 3 1923-t.

28225

John Garrison v. Southern Railway Co -

Mr. McDaniel:

Yours of November 1.

The settlements Southern Ry made under Director General's direction were made on basis of 25% of difference between amount actually paid and what these porters contended they should have received under General Order 27,Supp. 12. You recall your settlements with Reuben Arnold. Southern made no 60% settlements. I know of no road that did though some may have done so. Arthur Dick was licked fairly before a jury in the most uphill fight I ever had. The Court of Appeals made up its mind to reverse it and that's all there is to it. They held it up for months and then reversed it on a point which they wouldn't have considered a minute if I had made it - first having jumped nimbly over the question of jurisdiction by saying the Ault Case controlled that. As a matter of fact the Ault case didn't touch it. I read the whole record in Ault in Supreme Court from beginning to end. The court had only the penalty before it. The Director General agreed with me we could possibly win out but as only a few of these suits here, decided to settle them. Paid about 70%.

In Garrison you seem to have a dead point. He didn't go to Director General. Even the Court of Appeals (in Dick) thought that necessary as I gathered from questions asked when I argued it. Dick did go. Persistently so. As fast as he was ushered out of one door he bobbed up in another. Hence in his case I had to make the broad question. The Court of Appeals just wouldn't swallow it, though they had no proper answer to it. The Ault case was none .

See Supp.26 to G.O.27 January 12 1920. It took care of porters effective Nov.1 1919. That's an answer to Mr.Adams in part at least. Then the Claim Agents should be able to develop when bulletin issued relieving porters on Birmingham Division of duties in question posted. It must have appeared both at Atlanta and Birmingham.

I am asking Mr.Haun to look into question of checks for Garrison. He will advise you.

Solicitor.

SOUTHERN RAILWAY SYSTEM

LAW DEPARTMENT

28225

SANDERS McDANIEL
DIVISION COUNSEL

ATLANTA, GA. May 27, 1924.

SOUTHERN RY. LAW DEPT. MAY 29 1924

John Garrison vs. Director General of Railroads.

Mr. Charles Clark, Solicitor,
Washington, D. C.

Dear Sir:-

Referring to our previous correspondence concerning the above subject-matter, I beg to advise that Hill & Adams have again set this case down on the calendar for trial. We had a conversation over the 'phone on yesterday, and they now state that they would be willing to settle for fifty per cent. of the amount involved, which would be $484.12.

I have noted your reference to certain cases which hold that it was necessary for the employee to take up his claim with the Director General. The only indication we have in the file that the application was made by John Garrison for back time is contained in the original letter from John Garrison and John Lee to G. R. Loyal, dated October 25, 1921. This original was sent to Mr. McDaniel with your letter of November 13th.

As there has been an effort to get these old Director General cases out of the way I am submitting the proposition of Hill & Adams to you for such direction as you care to give the same. The case will be called for trial during the week of June 2nd, but may not be reached before the week of June 9th.

Thanking you for your prompt response,
I am

Very truly yours,
E. A. Neely.
Assistant to Division Counsel.

N-T

April 30, 1924.

Hon. William J. Harris,

United States Senate,

Washington, D. C.

My dear Senator:--

Replying to your favor of the 29th inst., in the matter of communication from W. W. Holt, R. F. D. No. 6, Tifton, Georgia, and returning your file, Mr. Holt is one of a large number of colored porters who at one time had a contention with the United States Railroad Administration that, because of some extra work which they did in the way of setting switches, they should be classified as brakemen rather than porters, and be given brakemen's wages. This claim was disputed by the Government, and resulted in some litigation. Most of these men were represented by attorneys, and in many instances adjustments were made. Holt was represented by an attorney who claimed to have authority to adjust his claim, and a settlement was agreed upon between the Railroad Administration and Holt's attorney, based upon the same general terms that other men in his situation were settled with, and voucher was issued to Holt for the amount of the settlement. He repudiated the fact that the attorney represented him,

and declined the settlement.

Since then the statute of limitations has long since barred any claim on his part, and, under the decisions of the Supreme Court of the United States, as a public officer, I have no authority to waive this statute.

A very voluminous correspondence has been had in regard to this claim by various persons in authority to whom Holt has applied, including Senator Lodge and Congressman Upshaw.

The letter of General Solicitor McLaughlin contained in the attached file quite definitely advises Holt of the attitude of the Railroad Administration in this matter, and there is no relief, under these circumstances, that I can give him or that any other Department of the Government can give him.

Yours sincerely,

Director General.

JCD-EH,

April 30, 1924.

Mr. W. W. Holt,

R. F. D. No. 6,

Tifton, Georgia.

Dear Sir:--

Your letter of the 22nd inst. to the President has been referred to the United States Railroad Administration, which has jurisdiction over these matters.

The recent letter to you from General Solicitor McLaughlin quite definitely explains the attitude of the Government in regard to your claim. There is no officer of the Government who has any authority to waive a statute of limitations. That statute has long since run against your claim, and you should understand quite definitely that the representatives of the Government are without authority at this time to consider same.

Yours truly,

Director General.

JCD-EH.

April 7, 1924.

115-6

Dear Sir:

I acknowledge receipt of your favor of the 2nd inst. in reference to your claim for back pay as a workman on the U. S. R. R. during Federal control.

I cannot add anything to what I have already suggested to you in reference to this claim. The Director General is now without any power to make you any allowance and therefore no advantage can come from a further investigation of your claim, or further correspondence in reference to it.

Respectfully yours,

General Solicitor.

AAM:MW

Mr. W. W. Holt,
R. F. D. No. 6,
Tifton, Ga.

April 7, 1924.

116-2

Dear Sir:

I acknowledge receipt of your favor of the 2nd inst. in reference to your claim for back pay as a passenger train brakeman on the G. S. & F. Railway, May 1, 1918, to May 1, 1919. You are advised that your claim for back pay, if any you had, was barred by the statute of limitations more than two years ago. This Director General is now without any right or authority to make you any allowance. He is not permitted to pay any claim at this time that was not sued upon before the running of the statute.

Respectfully yours,

AAM:MW

General Solicitor.

Mr. Geo. Outts,
1818 Kingdom St.,
Valdosta, Ga.

115-2

Macon, Georgia,

April 2nd, 1924,

Mr. A. A. McLaughlin,

General Solicitor,

Office Director General of Railroads,

Washington, D. C.

Dear Sir:-

Under the Government control of the railroads of the United States, I, as passenger train brakeman, served from May 1st, 1918 to May 1st, 1919. To carry out the Supplement 12 to General Order #27 to Article 6, I was forced to perform the duty as passenger train brakeman, and I received scale of pay for one way, and porter pay on the other way, but I performed duty as passenger train brakeman both ways; therefore, the Government owes me twelve months back pay.

I would like to know if a man can get pay for his labor. The railroad [redacted] Government owes me pay for performing the services above outlined for the G. S. & F. Ry Company, Southern Railway System.

I will thank you kindly to look into this matter, and see if I am entitled to get pay for this labor I performed. This matter has been pending since June 1st, 1918 to this date, through my representatives, W. W. Holt, of Tifton, Georgia, and the Director General of the United States Railroads has offered me no settlement at all for the services I performed under the Federal control of the G. S. & F. Railroad, Southern Railway System.

Very truly yours,

Geo Butts

#1512 Kingdom St.,
Valdosta, Ga.

Macon, Ga.,

April 2nd, 1924.

115-2

Mr. A. A. McLaughlin,

General Solicitor,

Washington, D. C.

Dear Sir:-

I am in receipt of your letter, stating that the Vice President of the Southern Railroad, through the Director General, Davis, agreed to settle my claim for $67.70, without any authority from me.

Mr. General Solicitor, this matter has been pending since June 1st, 1918, even before the Transportation Act was thought of. I can show you more than fifty letters I have on file from different sources of the Government officials under the Federal control of Railroads.

You also state that this claim is doubtful. Mr. General Solicitor, it is not a doubtful one. When we twelve passenger train brakeman were forced to carry out the provisions of Supplement Twelve of General Order #27, to Article Six. The G. S. & F. Railroad Company officials discriminated the twelve ~~men~~ men in our pay. If you will read the book of rules, of the railroad, you will find it reads "Passenger Train Brakemen."

I am forced to say some one has deprived us of our rights. All I want is justice. We want pay for labor we performed for the Government.

Thanking you to let me hear from you, I am

Very truly yours, H. H. Holl-

R. F. D. #6,
Tifton, Ga.

March 28, 1924.

118-6

Dear Sir:

I acknowledge receipt of your favor of the 17th inst. A large number of claims of the character you present were handled by attorneys at Atlanta and Richmond and in writing you recently, I was of the opinion that your claim was among the number handled by the one firm or the other. A reexamination of my file discloses that your claim was presented to the Director General and that this office authorized the Vice President of the Southern to make a settlement of your claim by paying 80% of the difference between what you were paid and what you would have been paid if classed as a brakeman. This was the basis on which we settled a large number of claims represented by the firms of attorneys referred to. We understood from the Vice President of the Southern that you had accepted settlement on the basis suggested, and accordingly authorized him to issue voucher in your favor for such amount. This he appears to have done but you declined to accept it, insisting you had never agreed to settle on that basis. We were obliged to accept your view of the situation that you had not agreed upon a settlement and the voucher was authorized to be cancelled. Since you did not agree to a settlement, and permitted the statute of limitations to run, the Director General was thereby deprived of any right or power to make any adjustment with you. I may suggest again that we regard all such claims as very doubtful and are still of opinion that you have been paid all you were entitled to. Since there was doubt to some extent in such cases, we authorized settlement on a 80% basis, but since you refused to accept such amount, and did not sue, we are not now in a position to allow you anything.

Respectfully yours,

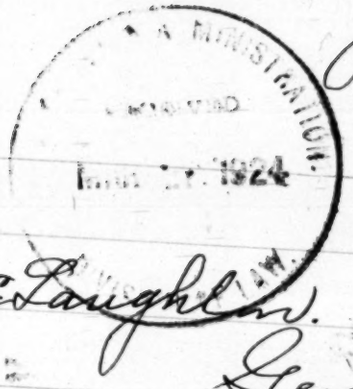
General Solicitor.

AAH:MW

Mr. W. W. Holt,
R. F. D. 6,
Tifton, Ga.

115-2

MB



R.F.D. 6
Tifton. G.a.
3/17-1924

Mr. A.A. McLaughlin. Division Law.
General Solicitor.
Washington. D.C.

Dear. Sir.

Iam in Receipt of your Letter of. 11th inst Stating to me that my Attorney or a Gentlemen Representing himself As my Attorney Agreed to Settle my Claim for. $67.70. Will you please Send me The Name of the Attorney or the Gentlemen and his Address, Iam Anxious to Know the Gentlemen. Hoping to hear from you at once this Information. So i can write my Attorney.

Yours Respectifull
W.H. Holt.
R.F.D 6
Tifton.

March 19, 1924

File No. 115-2

Dear Sir:

Your favor of the 13th instant, addressed to the President, has been referred to me for attention.

I wrote you fully in reference to this matter on March 11, setting forth the position of the Railroad Administration. Your claim was not conceded to be one of clear liability, but the Director General was willing to make a compromise and proposed to pay you $67.70. You refused to accept such amount and allowed the statute of limitations to run against your claim. Your claim was of doubtful character in the first instance and became entirely barred on February 28, 1922. Neither the President nor the Director General has any power or authority to now make you any allowance.

Respectfully yours,

AAN-hlm

General Solicitor.

Mr. W. W. Holt,
R. F. D. # 6,
Tifton, Georgia.

Form G-18

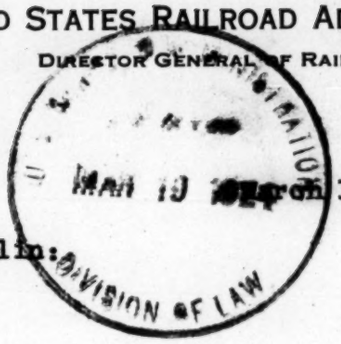
FILE NO.

UNITED STATES RAILROAD ADMINISTRATION

DIRECTOR GENERAL OF RAILROADS

115-2

SUBJECT:



March 18, 1924.

MEMORANDUM for Mr. McLaughlin:

Here is another letter from W. W. Holt dated March 13, 1924 addressed to the President.

You will recall that you wrote Holt some time ago as to his claim. This letter is referred to you for such attention as you deem necessary.

A. W. STOLL

AWS-lmb
enclosure

UNITED STATES RAILROAD ADMINISTRATION

GEORGIA SOUTHERN & FLORIDA RAILROAD

5001

To Will Bolt. Dr.

Address C/o L. F. DeLoache, Superintendent, Macon, Georgia.

Place endorsements on other side of Voucher

THIS SPACE FOR USE OF TREASURY DEPARTMENT

WITH PROPERLY RECEIPTED THIS VOUCHER, IF PRESENTED FOR PAYMENT WITHIN 5 DAYS FROM

MAR 22 1922

REQUEST A SIGHT DRAFT WITHOUT EXCHANGE ON E. F. BANHAM, TREASURER.

WASHINGTON, D. C.

Date of Acct. June 1918

For full payment, settlement, and satisfaction of any and all claims which I may have against James C. Davis, Director General of Railroads, for wages due or claimed to be due me from the first day of June, 1918, to the first day of August, 1919, for services performed by me as train porter, or, as claimed by me, passenger train brakeman, on Georgia Southern & Florida Railroad under General Order No. 27 and Supplement No. 12 and Supplement No. 26 thereto, or any other General Order or Supplement issued by the Director General of Railroads of the United States Railroad Administration.....DOLLARS

Agreed to and authorized by Railroad Administration prior to March 1, 1922.

Approved for payment under the direction and authority of Order No. 27 and Supplement No. 12 thereto issued by the Director General of Railroads.

E. H. Crowder

Comptroller.

Received 191 of the Georgia Southern & Florida Railway Co.

SIXTY-SEVEN AND 70/100 DOLLARS

in full for above account.

100

NOTE. The above receipt must be dated and signed by the Payee of this Voucher, or if signed by another person, the authority for doing so must in all cases accompany the Voucher. No signature must be knowingly correct; changes or erasures will invalidate the Voucher.

Rread

18726
gwr

R.F.F-6-

Tifton Ga.

3/13-1924

Mr. Calvin Coolidge

President of U.S.

Washington D.C.

RESPECTFULLY REFERRED FOR APPROVAL OR DISAPPROVAL AND CONSIDERATION.

TREASURY DEPT. MAR 17 1924

INTERSTATE COMMERCE COMMISSION OF RAILROADS

MAR 18 1924

Dear Mr. President:

I am herewith Enclosing you the Photograph of the Voucher that was sent to Mr. L.F. Deramus Supt. of the G.S.&F R.R. for a Settlement, I fail to Settle for this Amont, & Return the Voucher Back. The Director General James C. Davis, Dear Mr. President this will show you that some one have Defraud me out of 21, Month Pay that i have Labor for. Mr President. The Goverment or The Official of the G.S.&F R.R. Owes me $1800.00 and interest for 6 years, I am herewith Enclosing you a Photo of the Voucher.

Yours Respectfully

R. F. Hall

This Voucher haven't my Signature on it.

over

theys are 1 to train Porter
that owes Back Pay to
Will Halt
Geo Cutts
Jas Burney
Ed Ford
Jerry Hadges

March 11, 1924.

115-12

Dear Sir:

Your letter of February 27, addressed to President Coolidge, in reference to your claim for wages ~~you~~ claim are due you for services performed for the United States Railroad Administration during Federal control, has been referred to this office for attention.

My file discloses that we have had voluminous correspondence with you in reference to this matter, and we have advised you that we are unable to make you any allowance. We agreed with your attorney, or a gentleman representing himself as your attorney, before March 1, 1922 to pay you $67.70 in settlement of your claim, and a voucher was issued by the Georgia, Florida & Southern Railway by our instructions, in your favor, for the amount. You returned same, however, refusing to accept it and denying that you had authorized the attorney to make settlement in your behalf. Section 206(a) of the Transportation Act 1920 provides that no suit can be brought against the government on any matter growing out of the operation of the railroads after two years from the passage of the Transportation Act. Such two years expired March 1, 1922. In cases, however, in which agreements to settle were made before March 1, 1922, we carry out such agreement by making payment after March 1, 1922, and for that reason voucher in your favor was issued after March 1, the agreement with your attorney having been made before March 1. Since, however, you repudiated the agreement, and denied that same was authorized, we were obliged to cancel the voucher. Since you did not authorize the agreement, it was not a valid one and we are not now in a position to even pay you the amount proposed, since you contend there was no agreement on your authority to accept such amount. Neither the President, nor the Director General has any right or authority to pay you any amount since the running of the statute of limitations, and your repudiation of the agreement made by your attorney in your behalf before the time to sue expired.

Respectfully yours,

AAM:MW

General Solicitor.

Mr. W. W. Holt,
R. F. D. 6,
Tifton, Ga.

UNITED STATES RAILROAD ADMINISTRATION

JAMES C. DAVIS
DIRECTOR GENERAL OF RAILROADS AND AGENT OF THE PRESIDENT
WASHINGTON

DIVISION OF LAW
A. A. McLAUGHLIN, GENERAL SOLICITOR

March 11, 1924.

115-~~116~~ 2

Dear Sir:

Your letter of February 27, addressed to President Coolidge, in reference to your claim for wages you claim are due you for services performed for the United States Railroad Administration during Federal control, has been referred to this office for attention.

My file discloses that we have had voluminous correspondence with you in reference to this matter, and we have advised you that we are unable to make you any allowance. We agreed with your attorney, or a gentleman representing himself as your attorney, before March 1, 1922 to pay you $67.70 in settlement of your claim, and a voucher was issued by the Georgia, Florida & Southern Railway by our instructions, in your favor, for the amount. You returned same, however, refusing to accept it and denying that you had authorized the attorney to make settlement in your behalf. Section 206(a) of the Transportation Act 1920 provides that no suit can be brought against the government on any matter growing out of the operation of the railroads after two years from the passage of the Transportation Act. Such two years expired March 1, 1922. In cases, however, in which agreements to settle were made before March 1, 1922, we carry out such agreement by making payment after March 1, 1922, and for that reason voucher in your favor was issued after March 1, the agreement with your attorney having been made before March 1. Since, however, you repudiated the agreement, and denied that same was authorized, we were obliged to cancel the voucher. Since you did not authorize the agreement, it was not a valid one and we are not now in a position to even pay you the amount proposed, since you contend there was no agreement on your authority to accept such amount. Neither the President, nor the Director General has any right or authority to pay you any amount since the running of the statute of limitations, and your repudiation of the agreement made by your attorney in your behalf before the time to sue expired.

Respectfully yours,

AAM:MW

General Solicitor.

Mr. W. W. Holt,
R. F. D. 6,
Tifton, Ga.

Form G-18

FILE NO.

UNITED STATES RAILROAD ADMINISTRATION

DIRECTOR GENERAL OF RAILROADS

SUBJECT:

March 10, 1924.

MEMORANDUM: for Mr. McLaughlin:

In connection with your notation on my memorandum of the 7th instant, relative to claim of W. W. Holt, there is now attached hereto the Law Division file, tagged as follows:

No. 1, memorandum to you dated April 10th enclosing letter of April 8th from Holt in which he enclosed voucher for $67.70 referred to.

On April 15th letter marked No. 2, Mr. Ward replied to Holt over your title informing him that the $67.70 was the settlement agreed upon between the Director General and the Georgia Southern & Florida Railway Company, and that it was now too late to make any other adjustment. He also informed Holt that his voucher was being returned to the Georgia Southern & Florida Railway for cancellation, which was done on the same date.

Under date of April 25th, marked No. 3 in the file, Holt sent an affidavit setting forth that he never made any agreement with the Superintendent of the Georgia Southern & Florida Railway to accept $67.70.

On May 1st, marked No. 4 in the file, Mr. Ward advised Holt over your title that his claim was now barred by Section 206 (a) of the Transportation Act, 1920 and could not be given any consideration.

April 28, 1922, marked No. 5 in the file, H. W. Miller, Vice President of the Southern Railway System, addressed you inquiring whether it would be all right to cancel the voucher which was returned with your letter of the 15th.

Mr. Ward replied on May 1st, marked No. 6 in the file, and requested that the matter be held in abeyance for a few days longer.

According to the file the matter is still being held in abeyance by the Southern Railway Company.

Mr. Holt has written several letters to the Director General and to you relative to the matter but in each instance you have advised him that the claim could not be given consideration. The voucher is now in the hands of the Southern Railway Company, which controls the Georgia Southern & Florida Company.

AWS-lmb
enclosure

A. W. STONE

For 18

FILE NO.

UNITED STATES RAILROAD ADMINISTRATION

DIRECTOR GENERAL OF RAILROADS

SUBJECT:

115-246

March 7, 1924.

MEMORANDUM: for Mr. McLaughlin:

Enclosed herewith please find letter of W. W. Holt dated February 27th, addressed to the President, relative to his claim for back pay.

You will note that Mr. Davis wrote Mr. Holt on February 18th, finally declining his claim.

Our entire file is enclosed for your information. There does not seem to be anything necessary, as Mr. Davis has already given his final decision.

Please return the file when it has served your purpose.

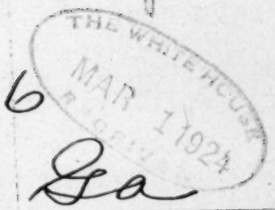
A. W. STOLL

AWS-lmb
enclosure

Mr Stoll - What Dept Worker has claims & have received in April 1922 and returned.

AMcL

187042



RRaw

R.F.D. 6
Tifton Ga
Feb 27- 1924

Mr. Calvin Coolidge.
President of U.S.
Washington D C

Dear Sir.

I am in Receipt of a Letter from Director General Mr. James. C. Davis. of the U.S. R.R. Stating that i am bared from my Claim. Mr. President my Claim have been before Every Source of Official of the Goverment Contol of the U.S. R.R. From June 1ist 1918. to Aprile 1ist 1922. Mr. President if the Transfortation Act Bared me from my Claim in 1920. Why Was it that Mr. James. C. Davis Director Of the U.S. R.R. Tried to Settle with me for $67.70 from June 1ist 1918 to Aug. 1ist 1919. he Sent me a Voucher for that Amount. Aprile 1ist 1922. I taken a Photo of the Voucher. And Sent him the Voucher

back to him. And I Ask him to send me all that was due me & I would Settle with him. Than he write me and tell me. that the Transportation Act had bared me from my Claim. that i work for Mr. Cooledge President. Dear Sir. I have taken my Claim up with Mr. W.S. Carter Chirman of the Wage Board. on June 1st 1918. and also Mr. McAdoo. Director Generae. Augt. 1918. and also Mr W.D. Him 1919. Also. Mr. Boston Chirman of the Labor Boad. 1918. Also Mr James C. Davis. Director Generae. of R R. My Claim have been before Every Source of the Official for 6 year, Mr. President. I didnt Knowd that A man had to Sue for his Labor if had of Sued for my Earing I would Lost my Job. with the G.S & F R.R. I am Sending you the Letter that Mr. James C. Davis Sent me, Mr. Cooledge. My Claim have been On file ever Since June 1st 1916. I have Letter to that affect. Trusting that you will take this matter in hand. & See that i am Paid for Labor.

Yours As Ever. National Republican
H.H. Holt

UNITED STATES RAILROAD ADMINISTRATION

JAMES C. DAVIS

DIRECTOR GENERAL OF RAILROADS AND AGENT OF THE PRESIDENT

WASHINGTON

Feb. 18, 1924.

Mr. W. W. Holt,

R. F. D. No. 6,

Tifton, Georgia.

Dear Sir:--

Your letter of the 8th inst., to the President, has been submitted to me for consideration and reply. I have had a similar communication from Congressman Upshaw in the matter.

As you are well aware, an effort was made by the Railroad Administration to adjust these claims. For some reason, the effort at adjustment failed in your case and perhaps in some others. In the meantime, Congress enacted what is known as the Transportation Act, which contains a definite statute of limitations as to enforcing claims against the Railroad Administration, limiting same to two years from the end of Federal control. That time has long since elapsed, and the Supreme Court of the United States has held that, as a public officer, I have no authority to waive this provision of the statute. Therefore, I am wholly without authority at this time either to consider or pay your claim.

I have no doubt you have received the information contained

in this letter not only from your Congressman, Mr. Upshaw, but also from Senator Lodge, who wrote me in connection with this matter in September, 1922.

The situation is simply this: Congress, by a definite act, has provided that claims in the condition of yours cannot be considered, and neither the President nor any one else representing the Government has at this time any authority to make adjustment of same.

I trust you will take this communication as final, so far as the Railroad Administration and the Government are concerned.

Yours truly,

James G. Davis

Director General.

JCD-EH.

Mr President, Cooledge.

if there is anything can be done so that I can get what due me. I will certainly appreciate it. For iam need of it. this Claim have been Depending for 6 years.

October 6, 1922
115-2

Dear Sir:

I am in receipt of and thank you for your letter of September 30, 1922 relative to train porter claims - back time under General Order No. 27, Supplement No. 12.

In view of your statement that the claims in question do not come within your understanding with Mr. Long, we take the position that the claims should be rejected.

Yours very truly,

AW:tad

General Solicitor

Mr. James F. Wright, General Solicitor,
Seaboard Air Line Railway Co.,
Norfolk, Va.

SEABOARD AIR LINE RAILWAY COMPANY

LAW DEPARTMENT

JAMES F. WRIGHT,
GENERAL SOLICITOR
SMITH R. BRITTINGHAM,
LEAVEN B. PLUMMER,
SOLICITORS.

115-2

Norfolk, Va., September 30th, 1922

A-55367-H

Train porters, suits -Back time under General Order No. 27, Supplement No. 12.

Mr. A. A. McLaughlin, General Solicitor,
United States Railroad Administration,
Washington, D. C.

Dear Sir:-

Yours of September 25th, file 115-2, concerning letter from Attorney Long of Richmond with regard to claims of five train porters for back time.

These claims are barred. The understanding which we had with Mr. Long was that we would waive the statutory limitation only in those cases in which Mr. Long's authority was confirmed by the claimant within the statutory period. All the letters from Mr. Long's claimants to me, set out in his letter ofSeptember 19th, are dated after the expiration of the statutory period and, therefore, are not sufficient to bring these cases within the terms of the understanding.

Kindly advise whether you desire us to comply with Mr. Long's request and make settlement of these claims or if we shall reject them.

Yours very truly,

James F. Wright

General Solicitor-

September 25, 1922
115-2

Dear Sir:

Under date of September 21, 1922 Mr. John L. Long of Richmond, Va. forwarded me a copy of his letter of September 19, 1922 to Messrs. Munford, Hunton, Williams & Anderson, your District Counsel at Richmond, relative to the back pay cases of certain train porters. I have advised Mr. L ng that you will, of course, make an appropriate reply to his inquiries. We do not have information in this office as to the present status of these cases, particularly insofar as Messrs. Hill & Adams are concerned. When you make your reply to Mr. Long, I would appreciate it very much if you would let me have a copy so that our file may be complete.

Yours very truly,

AW:tad

General Solicitor

Mr. James F. Wright, General Solicitor,
Seaboard Air Line Railway Co.,
Norfolk, Va.

September 25, 1922
115-2

Dear Sir:

I am in receipt of your letter of September 21, 1922 relative to train porter claims. Mr. Wright will, of course, make an appropriate reply to your inquiries. I do not have in this office all the details with respect to these individual cases.

Yours very truly,

AW:tad

General Solicitor

Mr. John L. Long,
Attorney at Law,
Mutual Bldg.,
Richmond, Va.

JOHN L. LONG
ATTORNEY-AT-LAW
MUTUAL BUILDING
RICHMOND, VIRGINIA

115-2

September 21, 1922,

Train Porter Claims - Back Pay under General Order 27,
Supplement 12.

Mr. A. A. McLaughlin,
General Solicitor,
United States RR Administration,
Washington, D. C.

Dear Sir;

Enclosed I hand you copy of a letter which is an appeal that the claims of the train porters mentioned, which have been passed upon adversely by Mr. Wright, be reconsidered by him. I am sending you copy of this letter in view of the probability that Mr. Wright will refer the matter to you.

I am moved to write you in behalf of these men because of my feeling that you would not bar them, on a close point, from participation in the settlement. Further, in such a case, because of the complication with Hill & Adams and the several months delay in the settlement caused thereby and the fact that the settlement of about $7000.00 of the claims was lost to me by that complication, you would incline to resolve the point in my favor.

Very truly yours,

John L. Long

JOHN L. LONG
ATTORNEY-AT-LAW
MUTUAL BUILDING
RICHMOND, VIRGINIA

September 19, 1922.

Train Porter Claims - Back Pay under General Order 27, Supplement 12.

Messers. Munford, Hunton, Williams & Anderson,
District Counsel, S A L Ry Co.,
Virginia Railway & Power Bldg,
Richmond, Va.

Gentlemen;

Referring further to the claims of train porters Ed Irving, Henry Lee, Warren Sanders, John Sumlin and Tony Whitehead, and to Mr. Wright's ruling that these porters had not given me proper authority, prior to March 1, 1922, to represent them, I wish to appeal to Mr. Wright to reconsider their claims, and in support of that appeal I submit the following:-

In a letter to you under date of February 1, 1921, I submitted, among others, the claims of these five porters, and from letters from them to me which I submit herewith, and from which I quote, they were looking to me for settlement along with others who were included in the settlement of March, 1922.

Under date of June 17, 1922, Ed Irving wrote me, "Will you kindly send me the check that due me as back time for porting on the S A L Ry Co pashanger train ?" and June 25, 1922, "I worked as porter July, August, Sept., Oct., November and December all in 1919 on train #22 & 23 & 402 & 403 from Tampa, Fla. to Malaca, Fla."

Henry Lee wrote me April 24, 1922, "I am righting you in regards off money due me. Mr. Joe Brown Poter on S.A.L. Fla Div and he showed me a letter that he receive from you to be sined before notria. You can send me one. Send the full amount that is due."

Warren Sanders, June 16, 1922, "If you can get my back time, please send it to #711½ Polk Street, Tampa, Fla., instead of sending to Jacksonville Fla. as I understand you have my name and address rong."

John Sumlin, May 24, 1922. "I am writting you concerning my back time money. You have written me some time ago about it so please attend to it at once."

JOHN L. LONG
ATTORNEY-AT-LAW
MUTUAL BUILDING
RICHMOND, VIRGINIA

Train Porter Claims.

Tony Whitehead, April 27, 1922, "This leaves me to write you and ask you will you please sir send me a release blank to sign so you can see after my money", and August 9, 1922, "In regard the question will say that I wrote you myself in January 1921 to colect my claim."

These letters show the difficulty with which these men write. They had requested, long previous to March 1, 1922, that I represent them, and they knew that I had acted upon that request and had submitted their claims. I respectfully maintain that my authority to represent these five men was complete on February 1, 1921, that their claims were presented on that date, and that they should be allowed to participate in the settlement.

I further suggest that it was the Director General's order of March 4, 1921, that broke off the negotiations for settlement then pending, that this caused a delay of several months in the consummation of the settlement, and but for that delay these five would have had ample time before March 1, 1922, to confirm my authority.

In view of Mr. McLaughlin's recall of the check made out in settlement of the claim of John W. Taylor, I deem it appropriate in this connection to submit Taylor's written authority, under date of January 7, 1921, for me to represent him, and it was only when he learned that he was not to receive settlement in full of his claim that he questioned my authority to act for him.

Very truly yours,

Copy to

Mr. A. A. McLaughlin,
General Solicitor,
United States RR Administration,
Washington, D. C.

Southern Railway System

Office of Vice President

In charge of Operation

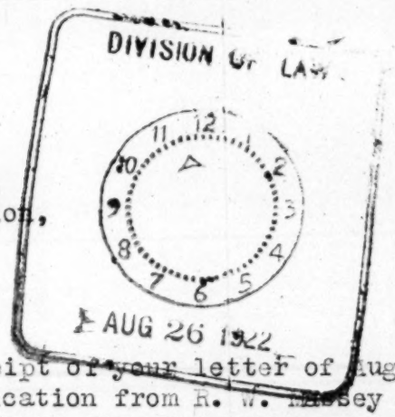
1300 Pennsylvania Avenue

Washington, D.C.

H.W. MILLER,
VICE PRESIDENT.

115-2

August 25th, 1922. f



Mr. A. A. McLaughlin, General Solicitor,
United States Railroad Administration,
Washington, D. C.

Dear Sir:-

I acknowledge with thanks receipt of your letter of August 15th, file 115-2, with respect to communication from H. W. Massey of Knoxville, Tennessee, with regard to his claim for wages as trainmen in excess of that previously paid him as porter.

This case was tried in the District Court of the District of Columbia last July. Plaintiff won the case in the lower court, but defendant appealed to the Court of Civil Appeals which reversed the lower court and dismissed the case.

So far as we know this is the present status of the litigation.

Very truly yours,

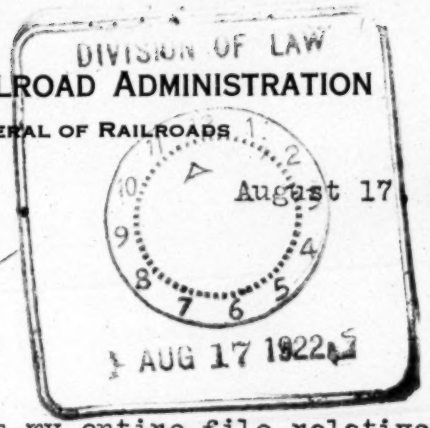
Vice President.

Form G-19

FILE NO. 115-2

UNITED STATES RAILROAD ADMINISTRATION

DIRECTOR GENERAL OF RAILROADS



SUBJECT:

August 17, 1922.

MEMORANDUM: for Mr. McLaughlin:

I am handing you my entire file relative to claim for back pay of the estate of Ernest Morris, colored, deceased, while employed as a train porter on the Gulf, Mobile & Northern Railroad Co.

As the settlements of a number of similar claims were handled through your office, the papers are referred to you for such attention as you deem necessary.

E. M. ALVORD

August 15, 1922
115-2

Dear Sir:

I am enclosing herewith copy of letter of July 23, 1922 written by R. W. Massey of Knoxville, Tenn. to the President, and I am also enclosing copy of my reply of this date to Massey, who states that he brought a suit to recover wages alleged to be due as a train porter. I am sending these papers for your information, and sometime at your convenience, I would appreciate it if you would let me have a report on the status of the litigation.

Yours very truly,

AW:tad

General Solicitor

Mr. H. W. Miller, Vice President,
Southern Railway System,
Washington, D.C.

August 15, 1922
115-2

Dear Sir:

Your letter of July 25, 1922 addressed to the President has been referred to this office for appropriate attention.

I am unable to determine from the statements made by you whether or not your suit is still pending. If the action is pending at the present time, you should take up the question of a compromise settlement with local attorneys for the Southern Railway. If, on the other hand, the decision of the Circuit Court of Appeals finally disposed of the matter, I do not see how any further action could be taken at this time.

Yours very truly,

AW:tad

General Solicitor

Mr. R. W. Massey,
Knoxville, Tenn.

cc - Mr. H. W. Miller, Vice President,
Southern Railway System,
Washington, D.C.

173339

Read.

RESPECTFULLY REFERRED
FOR ACKNOWLEDGMENT
AND CONSIDERATION.
Geo. B. Christian Jr
Secy. to the President.

THE WHITE HOUSE
JUL 27 1922
RECEIVED

DIRECTOR GENERAL
OF RAILROADS
JUL 29 1922

Knoxville, Tennessee
July 23, 1922.

Hon. W.G.Harding, President. U.S.A.
Washington, D.C.

Dear Sir:-

I have been advised to write you concerning how I have been defeated of means which have been provided for me under U.S.administration. I saw in paper of 1921 wher Director General had offered settled claims at 25% and you said in return to settle under war time basis without wave or any right of court. I have exhausted myself in trying to arbitrate and adjust these matter without the court, but could not do so because conductor John Henry and conductor Mills with whom I was running at the time, T.A.Boyd,train master, A.P.Johnson, Supt. write to the U.S.Administration that I did not do any of the work outlined in Supplement 12. This caused me to apply to the court in order that I might get justice. My case was tried Sept 1, 1921 in Chancery Court by Judge Brown, who rendered the final judgement im my behalf. The Southern Ry Co. appealed to the Court of Appeals last May 1922.When the case was called my lawyer, R.L.Pope and also Mr. Bibbs were not present. Mr. Bibbs left ten minutes before the case was called and neither one of the Ry lawyers was present.

A few days later one of the judges read the staement claim and said that there was not enough evidence in the case to give it to me. Mr Bibbs insisted on me to appeal to the Supreme Court next May. I am told that this is done to prolong the time. I secured not other lawyer because they have agreeded to take no other lawyers case. Hence my writing you. I am unable to work because I was injured in train service. I have done no work for a year. The Co. refuses to pay me any thing because of this law shit. I am enclosing copies of papers of court so you may find that I am right in this matter.

I ask that you please help me as I have a wife and four children to maintain. I entered train service in 1890 and have never been taken out for any thing. My pass was taken up about the 6th of June leaving me in a bad condition. I am fifty-five years old.

Yours truly,

R. W. Massey.

CHANCERY COURT, KNOX COUNTY.
NUMBER I7871.

ROBERT MASSEY, COMPLAINANT.

-VS-

U.S.RAILROAD ADMINISTRATION, ETC., DEFENDANT.

REASONS WHY AMENDED AND SUPPLEMENTAL ANSWERS SHOULD NOT BE FILED:

FIRST: This amended answer is in form and in substance a special demurrer and being such the demurrer must be filed before the answer.

SECOND: This amended answer is really a plea in abatement. Amendments to pleas in abatement are more slowly allowed than those in bar, for a party, who disputes the jurisdiction of the court should not ask any favor of a tribunal whose authority he disputes.

Gibson Sec. 433.

THIRD: There is no limit to the character of amendments that may be made to an answer, except that if one defense has been set out and proof taken thereon, the court will not allow another and inconsistent defense to be set up by way of amendment or by supplemental answer.

Gibson 435.
Hardwick v. American Can Co.
7 Cates, 393.

Amendments that contradict the statments in the first of the answer or other grounds of dedense are inadmissable. The suplemental answer should be drawn and duly verified before being presented to the court, and application for leave to file should be supported by the affidavit of the defendant, and if necessary, his agent or solicitor to show sufficient reasons why the facts contained in the supplemental answers were not introduced in the original answer, accounting for any apparent delay, and averring that justice required that he should be permitted to alter the defenses already made.

Gibson 437.

A plea in abatement which undertakes to dispute the right of the court to take any steps in the suit, requires th the plea to be filed before any steps are taken. If defendant intends to dispute the jurisdiction of the court on any ground, common reason requires that he should do so at the threshold of the litigation; and the justice of the court according is that he must file his plea in abatement before making any other sort of defense whatever. And not only must he file his plea in abatement before either moving to dismiss, or demurring or pleading in bar of answer, but he must have his plea finally disposed of. before making any other sort of defense. He must dispute the jurisdiction in the right, way, at the right time, and in the right form. The right way is by a plea in abatement. The right time is at the apparance term of any other defenses made. The right form is a plea containing the requisite substance and sufficient verification.

Gibson 260.
Cooke v. Richards, 11 Heisk 711.

When a demurrer must be filed---if a defendant desires to demur to the whole bill, he must do so before answering the bill; for an answer to the bill will over-rule a demurrer th the whole bill,

Gibson 312.

Demurrer coupled with answer.---Doubtless in this case counsel knowing that he could not file a demurrer to reach this question after having answered the bill, undertook to couple the demurrer with a supplemental answer and get by the court in this way, but this practice is not permissable.

"A defendant is not bound to file a separate demurrer, except to the jurisdiction of the subject matter of the suit, or of the person or of the demurrant." With these exceptions, he may rely upon any ground of demurrer by setting it up in his answer.

Gibson 311.

"No plea in abatement shall be received in any court unless it is verified by the oath of the party or otherwise."

Code 4222.

Jurisdiction--How resisted--The jurisdiction of the court of the Chancery in which suit is brought will only be resisted by plea in abatement, demurrer, or motion to dismiss."

Code 6119.
"

"The filing of an answer is a waiver of such obligation."

Walsh v. Crook 7 Pick. 393.
Templeton v. Mason 23 Pick. 629.

We respectfully submit that this so-called supplemental answer should not be filed, first, because his plea in abatement ought to have been filed before answer.

Gibson 260.

Second, and if by a demurrer coupled with an answer, it can not be filed when undertaking to reach the jurisdiction of the subject matter of the suit.

Gibson 311.

Third. Issue has been joined and proof taken by both sides in this suit, and defendant should not be permitted to shift defense at cost of complainant, and especially is this true where no excuse is given for the laches.

CHANCERY COURT, KNOX COUNTY.

ROBERT MASSEY, COMPLAINANT.

VS# BRIEF FOR COMPL'T.

Director General of Railroads etc. Defendants.

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Basis for Suit.

GENERAL ORDER NO. 27, which is Exhibit 19 to deposition of Bob Massey, fixing wages of Railroad employees. (Read and show this book to the Court)

Article 6 of General Order No. 27 see page 26 thereof which reads:

"Effective June 1st 1918, colored men employed as firemen, trainmen and switchmen shall be paid the same rates of wages as are paid to white men in the same capacities. Back pay for period January 1, 1918, to May 31st 1918, will be based only on increases provided in Article II of this order for such positions."

"IS ROBERT MASSEY A TRAINMAN? If so what shall by his pay? Supplement No. I2 to General Order No. 27, reads as follows:

"To carry out the intent of Article No.6 of General Order No 27, and retroaction to June 1st 1918 it is ordered:

"Employees in a passenger train crew, except conductor, collector and baggage master, qualified and regularly required to perform the following essential duties, will be designated as passenger brakemen or flagmen and paid accordingly:

Here set out as inspecting cars, testing hand and lamp signals, open and close switches, couple and uncouple cars and engines and hose attachments and compare watches when required.

Robert Massey and his entire crew say he did all these things and no one disputes this. Then why not pay him? The very Index itself under brakemen refers back to Sup. No. I2 and this Supplement says it was introduced to give effect No. Article #6 to General Order No.27.

Was Robert Massey an employee in this passenger train crew?

Read deposition of Mr. Boyd, taken for defendant. Page IO.

Question. "Then you do classify this man,so called train porter, this colored man, as a member of a passenger train crew?

Answer. Yes,he is a member of the crew.

Question. Is it necessary to have a brakeman on a passenger train?

Answer. Yes, it is absolutely necessary.

Question. Is it necessary to have a flagman?

Answer. Yes, sir."

ABOVE EVIDENCE. This evidence is pure and forst class coming from the train master himself. If Massey is a member of the train crew, and it is necessary to have a brakeman and a flagman, then we must make Massey one or the other.

Massey swaars he did not do this duties for an accomodation, but because he was ordered to do so by the conductor. Did the Conductor have the right to order him to do them,and if so what is the evidence on this?

See Page I4 deposition of T.A. Boyd, train master again.

Question-"If the conductor ordered him to do it,it was his duty to obey the conductor?

Answer- "You could not operate a train unless the men obeyed the conductor."

That brings us back to Supplement No. I2 where it says that men in a train crew required to do the things set out there are termed brakemen or flagmen and entitled to the pay of such . We use the word REQUIRED, because that is what Mr. Boyd used and what Supplement No I2 to General Order #27 uses and this refers back to Article No. 6 of said order that includes the colored man.

The real purpose of Supplement No. I2 was to fix the Status of colored train porters doing the work of a brakeman because in General Order No. 27 fixing the WAGES OF RAILROAD employees,the term "train porter" is no mentioned nor are they classified or given a status until Supplement No. I2 came in for the first time and this continued in effect until a BULLETIN was issued on July 2Ist I919, in which colored porters were for the first time refused switch keys and were directed not to do the work set out in Supplement No I2. If it was not for the purpose of removing these colored porters from the class of train brakemen, why was this Very Bulletin issued in July I919? <u>The reason is plain.</u>

G. R. Loyal's INTERPRETATION OF SUPPLEMENT NO.I2.
Deposition of T.A.Boyd, page I6.

Question-" Isn't that the very thing that G.R.Loyal says in his interpretation, to wit, that if the train porter does a flagman or brakeman's work, he should receive a brakeman's rate?

Answer.- That is what Mr. Loyal's instructions say."

Question: "And you still say that should be done in this case don't you, where the porter, if he does perform the brakeman's

duties, he should receive a brakeman's pay?"
Answer-- "Yes, if he is ordered to do thoss things and does those things under orders of the conductor, why according to that he should have that pay."

The very Supplement itself, showa that men who have heretofore been classed a "train porters" are no longer such when they do the brakeman's work for this supplemen says:

"This order shall not curtail duties of employees heretofore classed as "TRAIN PORTERS". (See Supplement)

On September the 5th 1919, J.A.Franklin, Ass't to Director General wrote to Robert Massey this letter:

Franklin's letter to Massey.

Washington, September 5, 1919.

Mr. Bob Massey,
411 McGhee St.
Knoxville, Tenn.

Dear Sir:-

This will acknowledge receipt of your letter of Aug. 18th to Mr. W.S.Carter, with reference to the fact that porters have been forbidden to perform duties that would bring them within the scope of Supplement No. 12 and secure for them BRAKEMEN'S rate of pay."
Here is an acknowledgment from thr very head of the control at Washington, which says Massey is entitled to brakeman's pay, but says that has been stopped by BULLETIN of July 21, 1919.

Robt. Massey writes to Director General on September 8th, 1919, and gets back the following letter.

H.P.Daugherty, Ass't Director , to Robt.Massey.

Letter in part:

"Dear Sir:

I wish to acknowledge receipt of your letter of the 10th inst, referring to mine of Oct. 23rd, also your letter of same date to DR. J.A.Franklin, Ass't Director, relative to the colored train porter situation on the Southern Rail road. As stated in my letter above referred to this matter was unde investigationwith the Federal manager, and I am in receipt o f a letter from him under date of November the 7th reading as follows;

"Your letter of Oct 23rd, file E-38-II-A, claim of Bob Massey, employed as porter on the Knoxville Division of the Southern Railroad, for back pay ~~$77~~ at rate provided for in Supplement No. 12 to General Order No. 27. Under date April 17, the Director, Division of operation, wrote the following to the

reginal Directors,who in turn transmitted it to the Federal managers constituting, as we understand it, an interpretation of Supplement No I2 to General Order No. 27.

"The intent of this Supplement is to require the pay ment of the brakeman's rate whenever the brakeman's duties are performed by the train porter. The Supplement plainly states that it shall not curtail the duties of the employees heretofore classed as train porters, so that there should be no question about those employees continuing to perform the train porter's work even though paid the brakeman's rates

It has been understood in certain regions that on trains hav having white brakemen or white flagmen and a negro porter, the porter should be paid only the porters rates. This is proper providing the porter is not required to perform any of the duties of a brakeman. If he is required by order of the management to perform the duties of a brakeman , notwithstanding there may be other brakemen or flagmen on a train, he should be paid the brakeman's rate."

He winds up this letter by saying that Robt. Massey is not entitled to this increase pay because he had a statement from the train crew saying Massey did not perform these duties.

FINAL QUESTION IN THIS LAW SUIT.

Did Bob Massey do what Supplement No. I2 says he had to do? Deposition of Bob Massey. Read what he says he did from his deposition on pages 56.

Question.
Bob Massey.
Page 56.
Question -"Tell the court what you are basing this suit on and the work you did."
Answer- Open and closed switches, coupled and uncoupled cars tested signals and brake apparatus, inspected cars, used hand lamp signals for the protection and movement of trains."
Question- Did you do and perform all the duties that are mentioned there in Supplement I2, of General Order No.27, except compare watches, the last item?xx
Answer--Yes, Sir, every bit of it.
Question-- "Tell what proportion of the switches you opened and closed during these two years.
Answer-- I opened all the switches a.....some times I would close them.
Question-- "What other duties did you do?
Answer--"I handled baggage,and express, unloaded all kind of material, such as draw heads and all kinds of equipment. Loaded and unloaded passenges, did all the du ties of a porter and these other duties, Page 57.
Question-- "Who required you to do these duties?
Answer--"By orders of the conductor, we did the duties required of brakemen by book of rules, pages II2 and II3.(Dep. page 58)
Question-- Tell the court why you did those duties.
Answer- Because I was required by the conductor and those Books of rules abd Bulletins of Mr. McAdoo (Dep. page 59)
Question-- What percent of the switches did you open

Question--What percent of the switches did you open?
Answer-- Opened them all, and closed some. Lots of times I would pick up cars and set out cars. (Dep.page 61)
Question-Tell the court for what time you claim the increase?
Answer--From Jan. Ist 1918, to July23rd 1919, and don not claim after thet because our duties were curtailed 'By Bulletin)
Dep. page 65).
Franklin told him he thought he was entitled to it.
Dep. page 74.
McAdoo writes Massey in January 1920, that he doing those duties was classed as passenger train brakeman and entitled to that rate. See (Deposition of Bob Massey ,page 86)

Neither Mr. McAdoo, Franklin, nor Daugherty deny these letters nor does the defendant offer to take their depositions.
That is not all. THE TRAIN CREW.

The reason these men were not paid is because some statements seem to have been sent to Washington purporting to have been signed by Mills, Henry and others but they were not sworn to and in Daugherty's letter to Bob Massey he tells Massey that the train crew say he did not do the things called for in Supplement No.I2. These statements if ever signed, were not sworn to, but we now bring these men into this court under oath and this iswhat they swear in addition to what Robt Massey swears:

S.H.Mills, I am 53 years old,have been a conductor for the So.Ry Co. for 28 years. I have known Massey for some time and he worked for the Co. in 1918 and 1919, the same time as I ran on that run as conductor. Massey was efficient under my instructions" Tell the court if Massey did the duties mentioned in Sup- No. 12 except compare watches. "They were performed when required you might say. "You required him to do that? Answer--That was under the conductorss jurisdiction and direction. (See 5 Dep. for Complainant.)

Were these duties essential? Yes. Was it possible for the flagman to perform all these duties? Answer. No,nor at all times.
Page 6.
Question.-- Tell the court if you had orders to stop the porters from performing those duties in Sup. No 12?
Answer-- Yes, there was a Bulletin some time in July 1919. This Bulletin was furnished us by Supt. Johnson.
Question-How many of the switches did he not open?
Answer-- He usually opened all of the switches there were to be opened. (Deposition of Mills Page 18)

W.R.Taylor.

My name is W.R.Taylor,33 years old, live in Knoxville and am flagman for the Southern Railroad Co. for 17 years. Massey was porter on the same runs with me in 1918 and 1919. The porter would open the switches and I would close them. Massey did and performed most of the duties called for in Sup. No.I2, for the y year and a half I worked with him, and was efficient so far as witness could tell.

Is this not enough evidence to convince the court when he swears he did those duties called for and is supported by his conductor and flagman? What more could the court want on this point and what more should be required than when the Bulletin and the men, who made that Bulletin say

he is entitled to this rate of pay if he does the work?

Respectfully Submitted.

Addenda.

They say we ought to have gone to the Board at Washington with a joint state of facts, but the railroad would not give the joint statement, Massey swears this and no one denies it.

Form G-19

FILE NO.

UNITED STATES RAILROAD ADMINISTRATION

DIRECTOR GENERAL OF RAILROADS

SUBJECT:

4

August 12, 1922.

115-2

MEMORANDUM:

for Mr. Ward:

Enclosed herewith please find letter dated July 23d, from R. W. Massey, addressed to the President relative to his claim for back pay while employed as train porter.

As you have handled previous claims of this nature, same is being referred to you for such attention as you deem necessary.

A. W. STOLL

DIVISION OF LAW

AUG 14 1922

July 31, 1922
115-2

Dear Sir:

I am in receipt of your letter of July 26, 1922 relative to the claim of Will Holt, Train Porter, Georgia, Southern and Florida Railway. We concur in your suggestion that the voucher in favor of Holt should now be cancelled.

Yours very truly,

AW:tad

General Solicitor

Mr. H. W. Miller, Vice President,
Southern Railway System,
Washington, D.C.

Southern Railway System

Office of Vice President

In charge of Operation

1300 Pennsylvania Avenue

Washington, D. C.

115-2

H.W. MILLER,
VICE PRESIDENT.

July 26, 1922. ct

Mr. A. A. McLaughlin, General Solicitor,
United States Railroad Administration,
Washington, D.C.

Dear Sir:

Referring further to your letter of May 1st, file 1152, relative to claim of Will Holt, Train Porter, Georgia Southern and Florida Railway.

I shall appreciate your advice as to whether or not it will now be all right to cancel the voucher in favor of Holt which we are still holding in suspense as requested by you.

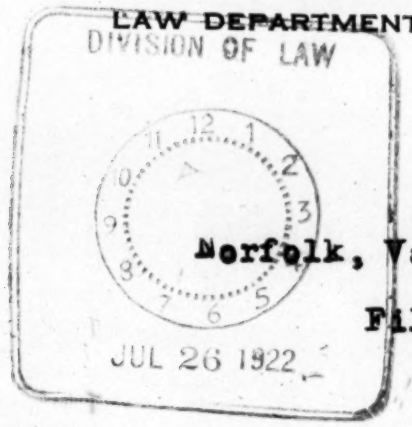
Yours truly,

H W Miller

Vice President

SEABOARD AIR LINE RAILWAY COMPANY

JAMES F. WRIGHT,
GENERAL SOLICITOR
SMITH R. BRITTINGHAM,
LEAVEN B. PLUMMER,
SOLICITORS.



115-2

Norfolk, Va., July 24th, 1922-s

File 53437 -F

Mr. A. A. McLaughlin,
General Solicitor,
United States Railroad Administration,
Washington, D. C.

Dear Sir:-

I have your letter of July 22, file 115-2, inclosing letter of June 19, from John W. Taylor to the Attorney General.

In accordance with your suggestion I am to-day requesting Mr. Long to return the check issued in settlement of Taylor's claim.

Yours truly,

James F. Wright.

General Solicitor.

a.

July 22, 1922
115-2

Dear Sir:

I am enclosing herewith copy of letter of June 19 written by John W. Taylor of Tampa, Fla. to the Attorney General. I am also enclosing copy of my reply. We suggest that under the circumstances of this case, check forwarded to Mr. Long of Richmond sometime ago should be returned by him.

Thanking you for your attention in the matter.

Yours very truly,

AW:tad

General Solicitor

Mr. James F. Wright, General Solicitor,
Seaboard Air Line Railway Co.,
Norfolk, Va.

July 22, 1922
115-2

Dear Sir:

Your letter of June 19, 1922 addressed to the Attorney General has been referred to this office for appropriate action. As I have heretofore stated to you the Railroad Administration cannot at this time make a settlement with you unless there was a definite agreement to settle on or before February 28, 1922, or a suit was instituted by you on or before that date. We note your statements with regard to Mr. Long of Richmond, and if it is true that you did not employ him to represent you, the check in question should be returned to the Seaboard Air Line Railway. I am, therefore, requesting General Solicitor Wright of the railroad company to take the matter up with Mr. Long accordingly.

Yours very truly,

AW:tad

General Solicitor

Mr. John W. Taylor,
310 S. Nebraska Ave.,
Tampa. Fla.

Form G-18

UNITED STATES RAILROAD ADMINISTRATION

DIRECTOR GENERAL OF RAILROADS

FILE NO. 115-2

SUBJECT:

July 11, 1922.

MEMORANDUM for Mr. McLaughlin:

Next attached you will find letter from John W. Taylor, 310 S. Nebraska Avenue, Tampa, Florida, relative to back pay alleged to be due him for services rendered the Seaboard Air Line Railway during the period of Federal control, and stating that although check was issued him and forwarded to J. L. Long, Mutual Building, Richmond, Va., that he has never received same. He further states that he has signed no release and never employed this lawyer to represent him.

As the adjustment of these claims was handled by your office, the letter from Mr. Taylor is being referred to you for such attention as you deem necessary.

E. M. Alvord

172419

Department of Justice,

WASHINGTON.

June 28, 1922.

From John W. Taylor
Tampa, Fla.

Dated June 19, 1922

DIRECTOR GENERAL OF RAILROADS
JUN 20 1922

Subject: Complaint against Railroads during Government control.

Respectfully forwarded to

U. S. Railroad Administration

By direction of the Attorney General.

Asst. to the Atty Genl.

7—1008

E 38-11 A
SAL

54-11-7-T

Tampa, Fla. June 19, 1922

Hon. H. M. Daugherty,
U. S. Attorney General,
Washington, D. C.

Dear Sir:

I am writing you today to advise that in the operation of the railroads under federal control from Jan. 1 1918 to 1920 I was in the employ of the Seaboard Air Line from 1902 to 1920, performing the duties of a brakeman on passenger train on the S. A. L. from Jacksonville, Fla. to Tampa, Fla., then from Tampa to Jacksonville, Fla.

Supplement #12 to General Order #27 of the U. S. Railroad Labor Board, 1st and 2nd lines of Supplement #12, and 3rd line and a,b,c, d and e, and General Order #27, page 23, Article VI, will call your attention to the fact that neither one of these have been carried out according to the Federal Railroad Administration during the government operation of railroads, in paying the colored employees on passenger trains on the S.A.L. Ry, as it was provided for in General Order #27 on page 23, Article VI and Supplement #12 to General Order #27, or Supplement #16 to General Order #27, Article I-(a) Supplement #26 to General Order #27, Article I and II-III.

1st: When the government took over the roads I was getting $45.00 per month up until June 1, 1918, then from June 1, 1918 to Feb. 5, 1920, $60 per month. During the war and on account of the high cost of living my expenses at home were $35 to $40 per month, away from home for lunch at Ocala, Fla. 25¢ to 30¢ per meal and sleeping at Jacksonville, Fla per month $28.00, car fare to and from work 10¢ per day, amounting to $3.00 per month, lunch at Ocala per month $4.50, expenses on the railroad on duty per year $780.00. 2 uniforms per year, one winter and one summer - $26.00 each, cap $2.00, expenses per year on the S.A.L. -- $834.00, not including mine or my wife's shoes and clothing to wear - went without them on account of the fact that I was not making anything to buy these things with because the officials of the S.A.L. refused to comply with General Order #27, Page 23, Article VI and I was not classed as provided for in Supplement #12 to General Order #27 and paid according to the duties that I performed. I performed the duties of a brakeman and not of a porter on passenger trains by the order of the official the Div. Supt. of the S.A.L., Florida Division.

I ask the R.R. Labor Board for something to live on for the support of myself and family and after it was granted to me by Supplement #12 the S.A.L. officials refused to pay it. Then I went to Washington again. They provided for me in Supplement #16, Arti. 1. The Railroad officials refused to pay this, then came out Supplement #26. I was called to the office of the Div. Supt. and discharged on account of going to Washington to the Labor Board for the colored

employees on the S.A.L. and they have refused to pay me my back time as it has been ordered. I was put out of service with nothing to live on and have been asking for my back time and they wont pay me.

Mr. James F. Wright, General Solicitor of the S. A. L., writes me a letter stating that he has sent my check to John L. Long, Mutual Bldg., Richmond, Va. This man has no release from me, Would like to know what he is doing with my back time check. I have not employed the said John L. Long on account of the fact that he wants too much percentage out of the dollar. Enclosed is a letter from Mr. James F. Wright.

Mr. Daugherty, under government operation of the railroads I gave all my service every day on duty, so I am looking for the government to see that the S. A. L. pays me at once.

Awaiting your reply, I am,

Your servant,

Jno. W. Taylor

310 S. Nebraska Ave.

Norfolk, Va., June 14, 1922.
53437 - F

Jno. W. Taylor - Claim for back time under Sup. No. 12 to G. O. No. 27.

John W. Taylor,
310 South Nebraska Ave.,
Tampa, Florida.

As I wrote you on May 6th, no further action will be taken in your case. A check for the amount due you under the terms of the settlement with various train porters is in the hands of Mr. John L. Long, Mutual Building, Richmond, Virginia. If you are not willing to accept this check and do not do so within a reasonable time, I shall request Mr. Long to return it to me for cancellation. Further correspondence on this subject is useless.

Very truly yours,

James F. Wright,

General Solicitor.

ATLANTIC COAST LINE RAILROAD COMPANY

OFFICE OF VICE-PRESIDENT AND GENERAL COUNSEL

115-2

GEORGE B. ELLIOTT,
VICE-PRESIDENT
AND GENERAL COUNSEL.

WILMINGTON, N.C.

June 23, 1922. en

DIVISION OF LAW
JUN 26 1922

- Train Porter Cases -

Mr. P. R. Albright,

General Manager.

Dear Sir:-

Referring to train porter cases correspondence:

I enclose copy of letter from Mr. McLaughlin, dated June 21, in which he advises that he does not think Mr. Long has made clear to us that claim of Ben Ferguson, Jeff Worthem, and William Nolan have been placed in his hands for collection and that he is, therefore, advising Mr. Long that he does not think the Director General is under obligations to pay the sums claimed due them. He hopes this will close the matter, and I concur in his wish.

Yours very truly,

(S) GEO. B. ELLIOTT

Vice-President and General Counsel.

Spy to-
Mr. A. A. McLaughlin, Gen. Solicitor,
U.S.R.R. Administration,
Washington, D.C.:
His file 115-2

Mr. Wm. B. McIlwaine,
Virginia Counsel.

June 21, 1922
115-2

Dear Sir:

Referring to train porter cases on the Atlantic Coast Line, I am in receipt of advice from Mr. Elliott as follows:

> "Ben Ferguson's name does not appear on the original list submitted by Mr. Long; nor do we have any record of "Jeff Wortham" or "William Nolan."

It seems however, that the Atlantic Coast Line has employees named Ben Ferguson, Mitchell Wortherly and William Norwood. But we do not feel that sufficient evidence has been given by you that these men were represented by you at the time compromise agreements were made in all the other cases included in your list. We do not feel therefore, that we could make settlement in these three cases.

Yours very truly,

AW:tad

General Solicitor

Mr. John L. Long,
Attorney at Law,
Richmond, Va.

June 21, 1922
115-2

Dear Sir:

I am in receipt of and thank you for your letter of June 19, 1922 relative to train porter cases. In view of your statement that Ben Ferguson's name does not appear on the original list submitted by Mr. Long, and that you do not find any record of "Jeff Wortham" or "William Nolan", we are inclined to feel that no settlement should be made with Mr. Long in these three cases. It would seem to this office that Mr. Long has not made clear to us that these claims were placed in his hands for collection. We are writing Mr. Long to this effect, and we hope that this will definitely dispose of the matter.

Yours very truly,

AW:tad

General Solicitor

Mr. Geo. B. Elliott, V.P. and Gen. Counsel,
Atlantic Coast Line Railroad Co.,
Wilmington, N.C.

ATLANTIC COAST LINE RAILROAD COMPANY

OFFICE OF VICE-PRESIDENT AND GENERAL COUNSEL

115-2

GEORGE B. ELLIOTT,
VICE-PRESIDENT
AND GENERAL COUNSEL.

WILMINGTON, N.C. June 19, 1922. en

DIVISION OF LAW
JUN 21 1922

- Train Porter Cases-

Mr. A. A. McLaughlin, General Solicitor,
United States Railroad Administration,
Washington, D.C..

Dear Sir:-

Your letter of June 3, relative to claims of certain train porters for back pay:

I have had the two lists checked with respect to the men that you mentioned, to wit;

Ben Ferguson's name does not appear on the original list submitted by Mr. Long; nor do we find any record of "Jeff Wortham" or"William Nolan".

We have men named Ben Ferguson, Mitchell Wortherly, and William Norwood.

In order that we may be able to reconcile the differences in names, would it not be appropriate to ask Mr. Long to substantiate his claim for these men by furnishing information as to where they worked during the period for which claim is made, so that we may have facts other than the recorded name to determine the question of making payment to them.

Yours very truly,

Geo. B. Elliott

Vice-President and General Counsel.

Copy to-
Mr. P. R. Albright.
Mr. Wm. B. McIlwaine:
With copies of recent correspondence.

June 19, 1922.

for MR. BLAISDELL:

I hand you herewith legally sufficient evidence of satisfaction of judgment in the case of Monk Norwood vs. Director General.

The above judgment was paid by February D. J. Voucher $30.

A. A. McLAUGHLIN,
General Solicitor.

LM:acc

OK

Southern Railway System

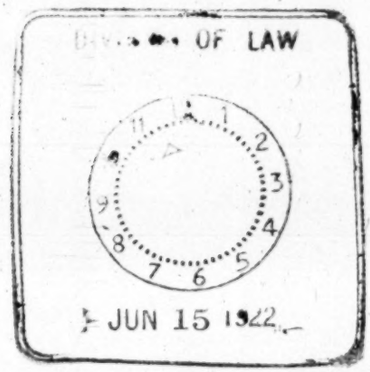
Law Department

1300 Pennsylvania Avenue

Washington, D.C. June 14, 1922 hms.

115-2

L.E.JEFFRIES,
VICE-PRESIDENT & GENERAL COUNSEL.
S.R.PRINCE,
GENERAL SOLICITOR.
CHARLES CLARK,
SOLICITOR.



Mr. A. A. Mc Laughlin, General Solicitor,
United States Railroad Administration,
Washington, D. C.

Dear Sir:-

I am enclosing herewith receipt together with evidence of satisfaction of judgment in the case of Monk Norwood, vs Director General.

Kindly acknowledge receipt.

Yours very truly,

S. R. Prince

General Solicitor.

Copy to Mr.J.J.Stokely,
yours 10th.inst.

June 12, 1922
115-2

Dear Sir:

I am today in receipt of your letter of June 9th relative to claim of Jno. W. Taylor for back time under Supplement 12 to General Order 27.

We thank you for the information contained therein, and appreciate the action you are taking in this matter.

Yours very truly,

AW:tad

General Solicitor

Mr. James F. Wright, General Solicitor,
Seaboard Air Line Ry. Co.,
Norfolk, Va.

SEABOARD AIR LINE RAILWAY COMPANY

LAW DEPARTMENT

JAMES F. WRIGHT,
GENERAL SOLICITOR
SMITH R. BRITTINGHAM,
LEAVEN B. PLUMMER,
SOLICITORS.

Norfolk, Va., June 9, 1922.z
53437 - F

115-2

DIVISION OF LAW
JUN 12 1922

Jno. W. Taylor - Claim for back time under Sup. No. 12 to G. O. No. 27.

Mr. A. A. McLaughlin,
General Solicitor,
U. S. Railroad Administration,
Washington, D. C.

Dear Sir:

I have your letter of June 7th, file 115-2, enclosing copy of letter from John W. Taylor, a negro train porter. This man is one of the number with whom settlement was made through Mr. John L. Long, an attorney of Richmond, Virginia, who represented a group of the train porters claiming back time under Article 6 of General Order No. 27 and Supplement No. 12. When the final basis of settlement was agreed upon, Taylor's check was sent along with the others. When he was advised of this fact he denied that Mr. Long had ever been employed by him and insisted that the check for the amount of the settlement be sent direct to him at Tampa. This, of course, was refused and he was advised that if he was unwilling to accept the settlement already made through Mr. Long he could expect nothing further.

As the matter now stands, I do not think anything further need be done. The check for the amount due him under the terms of the settlement is in the hands of Mr. Long and if he persists in his refusal to accept it, I shall, after advising him that any other claim is now barred, request Mr. Long to return it for cancellation.

Very truly yours,

James F. Wright.

General Solicitor.

ATLANTIC COAST LINE RAILROAD COMPANY

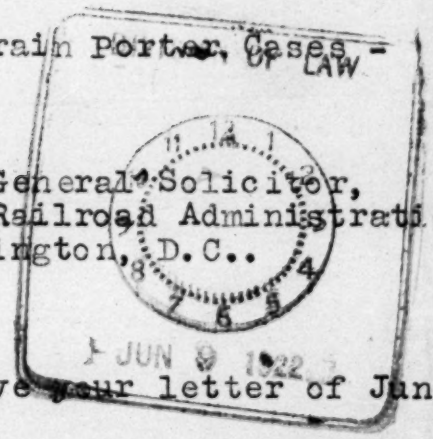
OFFICE OF VICE-PRESIDENT AND GENERAL COUNSEL

GEORGE B. ELLIOTT,
VICE-PRESIDENT
AND GENERAL COUNSEL.

WILMINGTON, N.C. June 8, 1922. en

115-2

- Train Porter Cases -



Mr. A. A. McLaughlin, General Solicitor,
United States Railroad Administration,
Washington, D.C..

Dear Sir:-

I have your letter of June 3, and have referred it to Mr. Albright, General Manager, with request that the facts be checked up so that he can advise me the result.

I will, thereafter, transmit the information to our Virginia Counsel, so that the matter may be handled in accordance with your directions.

Yours very truly,

Geo. B. Elliott

Vice-President and General Counsel.

June 10, 1922
115-2

Dear Sir:

I am today in receipt of your letter of June 7th. If an agreement to make a settlement with you was not had on or before February 28, 1922, or if suit was not instituted on or before that date, we must decline to make a settlement with you at this time. In this connection kindly see the provisions of Section 206 of the Transportation Act, 1920, 41 Stat. 456. We do not feel that we would have any authority to waive the provisions of this statute.

Yours very truly,

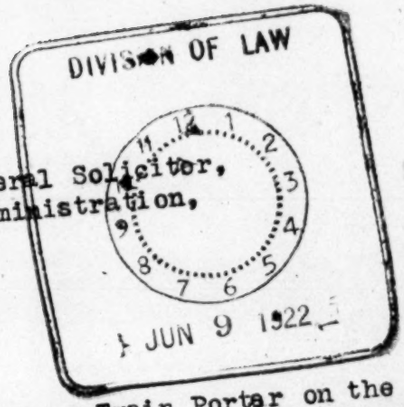
AW:tad

General Solicitor

Mr. Abe Nixon,
c/o Gulf, Mobile & Northern RR.,
Laurel, Miss.

Mobile, Ala.,

June 7th, 1922.



115-2

Mr. A. A. McLaughlin, General Solicitor,
United States Railroad Administration,
Hurley Wright Building,
Washington, D. C.

Dear Sir:

I am employed as Train Porter on the Gulf, Mobile and Northern Railroad Company and was in their service as Train Porter during the period of Federal Control, and under Supplement 12 to General Order 27 I am entitled to compensation from June 1st, 1918, until June 13th, 1919, (the date of order issued by the Gulf, Mobile and Northern Railroad relievingTrain Porters of Flagmen's duties) during which period I was paid $410.02, but should have been paid $766.00, or a difference of $355.98 due me. A number of the train porters who are still in the service of this Company, filed claim for the amount due them under the above order and have received 25% of the amount claimed, which would in my case amount to $88.99.

At the time the other train porters filed claim with an Attorney for amounts due them, I did not feel that it was the proper thing to do and still be a loyal employee to the Railroad Company, feeling that whatever was done in the case of one train porter would be done for all. A number of the other train porters have received the back time due them, based on 25% of their claim.

The General Solicitor of the Gulf, Mobile and Northern Railroad Company has advised me that he is unable to handle my claim in view of the fact that the claim was not made by me prior to February 28th.

Won't you please give this matter consideration and issue check in my favor covering the amount claimed. The above figures can be verified by the General Solicitor, Mr. J. C. Rich, of the Gulf, Mobile and Northern Railroad, Mobile, Alabama. I am sure it is not the intention of the Railroad Administration to pay some of the train porters for performing flagmen's duties on this Railroad and not pay others.

Yours truly,

Abe Nixon

Address:-
Abe Nixon,
% Gulf,Mobile & Northern R.R.,
Laurel, Mississippi.

June 7, 1922
115-2

Dear Sir:

I enclose herewith copy of letter of May 30, 1922 from John W. Taylor at Tampa, Fla. We have written Mr. Taylor to the effect that the Administration cannot make a settlement with him at this time on a claim of the character in question, and I would be glad, therefore, if you would advise me the present status of the matter in your office, and particularly with regard to the check which was sent to John L. Long at Richmond.

Yours very truly,

AW:tad

General Solicitor

Mr. James F. Wright, General Solicitor,
Seaboard Air Line Railway,
Norfolk, Va.

115-2

June 3, 1922

Dear Sir:

Mr. John L. Long, Attorney of Richmond, Virginia, has recently called at this office with regard to the train porter settlements on the Atlantic Coast Line. He states that the Atlantic Coast Line declines to make settlements in some of the cases handled by him on the ground that the Coast Line does not have any record of the train porters in question. He gave this office a list of train porters with whom he says you will not settle, and we note from the list furnished this office by you sometime ago that you have a record of the following three men; Mitchell Wortherly, William Norwood and Ben Ferguson.

With regard to Ben Ferguson, we are not satisfied from statements made by Long that Ferguson's name is included in the list of train porters originally submitted by Long as his clients. We do not have a copy of this original list in this office, the same having been forwardxd to you sometime ago, and if Ferguson's name is not on the list, we feel that we should not make a settlement in this case.

With regard to Mitchell Wortherly, Mr. Long says that this name was originally given as "Jeff Wortham". He sais that it was impossible for him to make out the correct name from the signature

or handwriting before him; and that he therefore thought the name was pabably Jeff Wortham. If you have no record of a Jeff Wortham, and believe from the records before you that Long made a mistake as represented by him, it will be agreeable to this office if you make the usual settlement in the Mitchell Wortherly case.

With respect to William Norwood, the same remarks apply as in the Wortherly case. Mr. Long says that the name as given him was "William Nolan", or at least that was as near as he could make it out.

Thanking you for your attention to this matter, I am

Yours very truly,

AW:tad

General Solicitor

Mr. Geo. B. Elliott, V.P. and G.C.,
Atlantic Coast Line Railroad Co.,
Wilmington, N.C.

June 7, 1922
115-2

Dear Sir:

I am in receipt of your letter of May 30, 1922. The Administration cannot make any settlement with you at this time on your claim against it. If you had a claim you should have brought suit on or before February 28, 1922 in accordance with the provisions of Section 206 of the Transportation Act. I am writing the General Solicitor of the Seaboard Air Line Railway for information with respect to the check you speak of in your letter.

Yours very truly,

AW:tad

General Solicitor

Mr. John W. Taylor,
310 S. Nebraska Ave.,
Tampa, Fla.

Form G.

FILE NO.

UNITED STATES RAILROAD ADMINISTRATION

DIRECTOR GENERAL OF RAILROADS

SUBJECT:

June 6, 1922
115-2

MEMORANDUM for Mr. Barron

With regard to this letter from Jno. W. Taylor, will you please let me have previous correspondence with him?

A. W.

AW:tad

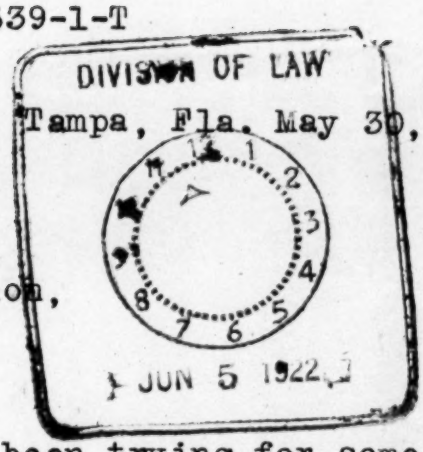
June 6, 1922
115-2

for Mr. Barron

With regard to this letter from Jno. W. Taylor, will you please let me have previous correspondence with him?

AW:tad

File 639-1-T



Tampa, Fla. May 30, 1922.

115-2

Mr. A. A. McLaughlin,
General Solicitor,
U. S. Railroad Administration,
Washington, D. C.

Dear Sir:

I have been trying for some time to get the Seaboard Air Line R. R. Co. to a settlement for what they are due me from Jan. 1, 1918 to Feb. 29, 1920 for the duties that I performed on passenger trains on the Seaboard Air Line according to Article VI on Page 23 of General Order #27 of the Federal Railroad Administration, and Supplement #12 to General Order #27. I have written the Director General, James C. Davies, on August 30, 1921, 12th line and 5th word, that there is nothing further that the administration could do in this matter. Letter of Dec. 8, 1921, I note in the 28th line, 2nd word, "I am compelled to advise that there is nothing that under the wage order we can consistently do in this matter further than that of which you have already been advised and therefore this matter must be considered as finally closed, aso far as this office is concerned."

Dear Director and General Solicitor, I am only asking the Railroad Administration that which I worked for in the Federal Railroad service under government control. Article VI on page 23 of General Order #27 effective Jan. 1, 1918, colored men employed as firemen, trainmen and switchmen shall be paid the same rates of wages as are paid white men in the same capacities. Back pay for period from Jan. 1, 1918 to ~~Feb~~ May 31, 1918 based only upon the increases provided in Article II of this order. When the government took over the railroads on Jan. 1, 1918, the said company was only paying me $45.00 per month, then gave me a raise in June. 1918 to $60.00 per month. Now I am asking the Railroad administration to have the railroad officials to carry out Article VI of General Order #27 and Supplement #12 to General Order #27. Supplement #16 to General Order #27 gives rates of pay for passenger train service. Now, gentlemen, Supplement #26 to General Order #27, effective Nov. 1, 1919, Article III, preservation of rates - act of service. A.-the minimum rate and all rates in excess thereof, as herein established, and higher rates which have been authorized since Jan. 1, 1918, including General Order #27, shall be preserved. Please your honor, the Railroad officials had the right to carry out these orders of the government - General order #27 and Supplements #12-16-26 to General Order #27. Has the railroad administration the power to carry out this, or not? Or will I have to take this to the U. S. Courts to get the money that is due me by the Seaboard Air Line Ry. Co. -- back time from Jan. 1, 1918 to Feb. 29, 1920 for the service I rendered the Railroad under government operation. I have a letter from John L. Long, of Richmond, Va., Mutual Bldg., August 2, 1921. The 22nd line reads - "I accepted the settlement offered by the Dir. Gen. which was an offer for all men - S.A.L. and A. C. L. ". Please your honor, I also have a letter from James F. Wright, General Solicitor for the

Seaboard at Norfolk, Va. under File #53437-F of July 1, 1921 as follows:

> "John W. Taylor, 1109 3rd Ave., Tampa, Fla.
> I am informed that you are persisting in your efforts to obtain compensation for back time which you claim to be due you. On March 26th I wrote you explaining that neither the Seaboard nor the Railroad Administration would honor your claim for the reason that it has no merit. "

Another letter under File #53437-F, May 6, 1922 reads that he has sent my check to John L. Long, Atty. at Law, Richmond, Va. and I must sign the release and send it in to John L. Long of Richmond, Va.

I ordered my check to Tampa, Fla. and the said John L. Long has no contract with me. What is he doing with my money? What right has the Seaboard Air Line to send my money to John L. Long? I am asking you, please your honor, to take a hand in this, if you please. If not, let me know at once.

Awaiting your reply, I am,

Your servant,

Jno. W. Taylor

310 S. Nebraska Ave.
Tampa, Fla.

May 24, 1922
115-2

Dear Sir:

I am in receipt of your letter of May 18, 1922. We do not have for distribution copies of the Transportation Act, 1920. It will be found in volume 41 U. S. Statutes at Large at page 456; or if you would prefer to have a pamphlet copy, you may obtain one by writing the Superintendent of Documents, Government Printing Office, Washington, D.C.

Previous correspondence from this office fully explains to you why we cannot make settlement with you. We have had a number of similar claims, and we understand the circumstances with respect to all of them.

Yours very truly,

General Solicitor

AW:tad

Mr. Will W. Holt,
R.F.D. #6, Box 1,
Tifton, Ga.

Macon, Ga. May 18 1922.

E. L. WHEATON
ATTORNEY AT LAW AND NOTARY PUBLIC
OFFICES: 402 and 403 PYTHIAN TEMPLE
PHONE 3951 MACON, GA.

115-2

R. F. D. 6, Box I, Tifton, Ga.

Mr. A. A. McLaughlin, Gen. Sol., #II5-2.
U. S. R. R. Adm., Washington, D. C.

DIVISION OF LAW
MAY 20 1922

Dear Sir:- In reply to your letter of the first inst., I desire that you send me Transportation Act of 1920, Section 206, under which act you state my claim is barred.

It appears that you do not understand the circumstances and facts of my claim, and I ask that you give me and my committee a personal interview in order that we may lay the whole matter before you.

Respectfully yours,

Hill. H. Holt.

May 8, 1922
115-2

Dear Sir:

I am today in receipt of your letter undated relative to your claim against the Railroad Administration. However, as I explained to you in my letter of May 1st there is nothing that we can do for you at this time in view of the provisions of Section 206 of the Transportation Act, 1920.

Yours very truly,

AW:tad

General Solicitor

Mr. W. W. Holt,
R.F.D. 6 B-1,
Tifton, Ga.

115-2

R.F.D 6. B

Tifton Ga

Division of Law.
Mr A.A Mc Laughlin
Generae Solictor.
Washington. D.C

Dear Sir.

Dam to day in receift of your Letter of May. 1ist 1922.

Thank.

You Said you have a Number of Claims of this character. Where Train Porters Claim they were entitled to Brakeman Pay. Yes Sir we are entitled to the Same Pay as the Flagman. We did the Same work as they did. & Under Generae Order # 27. to Sufflement. 12. & Article 6 we are entitled to the Same Pay. Mr. Mc Laughlin Generae Solictor. Under Mr. Mc Adoo. Orders

the Goverment. Owes we Porters of the G.S & F R.R. for Service that was Render On Roads. Under the Goverment Control in War time. & those Claims have never been Settle. & if they are not Paid they Still owes them. & the Claims are not Close untile they are Settle. I. Cant understand. how the Goverment work a man, as they did some of we Porters for $69.00 Per Month & doing the Same work as the Flagmans. & Pay him. $180.00 Per month Under Generale Order #27. & Suffisment #12. Mr Generale Solicitor. I want you to tell me how that is done if you Please, Mr. Generale Solicitor. My Claims Wile File before the Labor Board before the Transportation Act 206 was Pass. you Refer to the Board & you will find a record of the Case. Some where in the month of Aprie or may 1920. Mr. Silicitor if I am not Paid for Labor that I did; Why they will always owe

me. if the Goverment have Paid
The R.R. there Claims some one
Owes me my Claims. & Others On
The G.S. & F. R.R. So this case is not
Close untill the Claims are Paid.

Yours Very
Truly. W. W. Hoel

September 6, 1928.
115-6

John Garrison v. Director General.

Dear Sir:

I acknowledge receipt of your favor of the 5th inst. submitting proposition of plaintiff in above entitled suit to accept $[illegible] in settlement. I note you do not recommend payment of such amount. I feel satisfied we ought not to accept such offer, but if plaintiff will make an offer not greatly in excess of 25% of the amount he would be entitled to if paid husbandman's wages, I will be glad to entertain consideration of same.

Very truly yours,

AAM:LW

General Solicitor.

Mr. Chas. Clark, Solicitor,
Southern Ry. System,
Washington, D. C.

Southern Railway System

Law Department

1300 Pennsylvania Avenue

Washington, D.C., September 5, 1923. gv.

115-2

L.E.JEFFRIES,
VICE-PRESIDENT & GENERAL COUNSEL.
S.R.PRINCE,
GENERAL SOLICITOR.
J.T.STOKELY,
GENERAL SOLICITOR.
CHARLES CLARK,
SOLICITOR.

LAW
SEP 6 1923

28225.

Mr. A. A. McLaughlin, General Solicitor,
United States Railroad Administration,
Washington, D.C.

Dear Sir:--

John Garrison v. Director General.

Yours of August 23rd, file 115-2.

Plaintiff offers $750.00. On 25% basis, defendant would pay $242.06. I do not recommend.

Yours very truly,

Clark

Solicitor.

Southern Railway System

Law Department

1300 Pennsylvania Avenue

Washington, D.C., August 24, 1923. V.

115-2

L.E.JEFFRIES,
VICE-PRESIDENT & GENERAL COUNSEL.
S.R.PRINCE,
GENERAL SOLICITOR.
CHARLES CLARK,
SOLICITOR.

28225.

DIRECTOR OF LAW
AUG 27 1923

John Garrison v. Director General.

Mr. A. A. McLaughlin, General Solicitor,
United States Railroad Administration,
Washington, D.C.

Dear Sir: --

Your letter of August 23rd, file No. 115-2, received.

This action was begun February 28, 1922. I will advise you of any definite offer from the plaintiff.

Yours very truly,

Solicitor.

August 28, 1925.

115-2

John Garrison Co. Director General.

—

Dear Sir:

I acknowledge receipt of your favor of the 21st inst. with enclosures in reference to above suit.

We are of opinion we should not increase the offer of 25% heretofore made in cases of this character. It might be we will ultimately be willing to pay a little more, if necessary, and all cases can be disposed of. We would not be justified, however, in increasing the offer without a proposition from the plaintiffs which we could accept.

I note the petition in the Garrison case is entitled in the May term of 1922. I assume that the case was actually commenced before March 1, 1922, but such matter should be given consideration.

I am returning enclosures herewith.

Respectfully yours,

AAM:MW

Mr. Charles Clark, Solicitor,
Southern Railway System,
Washington, D. C.

General Solicitor.

Southern Railway System

Law Department

1300 Pennsylvania Avenue

Washington, D.C., August 21, 1923. V.

115-2

28225.

L.E.JEFFRIES,
VICE-PRESIDENT & GENERAL COUNSEL.
S.R.PRINCE,
GENERAL SOLICITOR.
J.T.STOKELY,
GENERAL SOLICITOR.
CHARLES CLARK,
SOLICITOR.

John Garrison v. Director General.

Mr. A. A. McLaughlin, General Solicitor,
U. S. Railroad Administration,
Washington, D.C.

Dear Sir:

I am enclosing a letter received from Mr. Sanders McDaniel dated August 17th, together with copy of one from Messrs. Hill & Adams and copy of my reply, also copy of petition. You may hear direct from Messrs. Hill & Adams of Atlanta. If you desire at this time to increase the 25% limit, we will gladly undertake to get it out of the way for you. Please return enclosures to me.

Yours very truly,

Clark

Solicitor.

Southern Railway System

Law Department

1300 Pennsylvania Avenue

Washington, D.C.

115-V

L.E.JEFFRIES,
VICE-PRESIDENT & GENERAL COUNSEL.
S.R.PRINCE,
GENERAL SOLICITOR.
CHARLES CLARK,
SOLICITOR.

OFFICE OF LAW
JUN 26 1923

June 25 1923-t.

27699

Mr. A. A. McLaughlin,
General Solicitor,
U.S.R.Administration,
Washington, D. C...

Dear Sir:-

Further, yours May 29, file 115-2.

The fourteen vouchers, Arthur Dick and others, porters, in District Courts, to Mr. J. T. Sherrier their Attorney in person Saturday June 23d. He will dismiss at his costs. Each voucher payable to each plaintiff and read:

"Amount agreed upon in full and final settlement and satisfaction of suit of Thomas Dudley v. James C. Davis, Director General of Railroads, pending in the Supreme Court of the District of Columbia, and of the issues therein set out, for wages as train porter, or otherwise, on Southern Railroad, under General Order No.27 and Supplements thereto; and further in full release and discharge of said Director General of Railroads from any and all liability whatsoever of every nature and kind in anywise connected with or growing out of my employment by the Director General on Southern Railroad during period of Federal control."

Very truly yours,

Solicitor.

Southern Railway System

Law Department

1300 Pennsylvania Avenue

Washington, D.C., June 18, 1923- AM

115-7

L.E.JEFFRIES,
VICE-PRESIDENT & GENERAL COUNSEL.
S.R.PRINCE,
GENERAL SOLICITOR.
CHARLES CLARK,
SOLICITOR.

27699

DEPARTMENT OF LAW
JUN 19 1923

Mr. A. A. McLaughlin,
General Solicitor,
U. S. R. Administration,
Washington, D. C.

Dear Sir:

Yours of May 29th, file 115-2, Arthur Dick and thirteen other "porter" suits in District Courts settled for 72% of difference between amount received and what would have been received at rate contended for according to Timekeeper's record.

Memo statement enclosed for your file. All fourteen vouchers passed to Accounting Department Saturday 16th for amounts indicated in last column opposite each name. There was only $58.94 difference between time set out in suits and Operating Department's figures.

These vouchers shall be forwarded to Mr. Sherrier as quickly as possible.

Very truly yours,

Clark
Solicitor.

Name of Plaintiff:	Amount Sued For:	Difference between amount received and what would have been received at rate contended for according to Timekeeper's record (a)	Amount of voucher settlement:
Thomas Dudley	$1,334.16	$1,539.38	$1,108.35
Wm. H. Bannaker	1,094.62	1,095.68	788.88
Walter Dick	1,297.99	1,445.54	1,040.78
Isaiah Johnson	1,271.67	1,321.12	951.20
Charles A Moore	1,499.06	1,368.18	985.08
James W Stewart	1,437.87	1,476.57	1,063.13
Arthur Dick	902.00	938.28	675.56
Jay Wood	500.00	485.38	349.48
William Strowd	852.00	440.74	317.33
John Sutton	774.00	624.61	449.71
John Heath	1,076.00	931.47	670.65
James Stewart	1,164.63	1,367.16	984.35
William Hudgens	933.00	860.52	619.57
Mack Reese	1,139.66	1,323.09	952.62
Total	$15,276.66	$15,217.72	$10,956.69

15276.66
15217.72
58.94

June 4, 1923.
118-2

Memorandum for Mr. Barnes:

Your memorandum of May 31, bill of Union Railway Co., Memphis, Tenn. $33.75, court costs and witness fees in suit of O. K. Taylor vs. Union Railway.

File returned herewith.

This bill is proper to be paid from Federal funds and voucher covering same should be approved.

AAH:MW

General Solicitor.

Form G-18

FILE NO. 68-A

UNITED STATES RAILROAD ADMINISTRATION

DIRECTOR GENERAL OF RAILROADS

SUBJECT:

May 31, 1923.
FAB:RR

2579

MEMORANDUM: for Mr. McLaughlin:

LAW
JUN 1 1923

I attach hereto for advice as to disposition Union Railway Company of Memphis bill D-9930, amount $33.75, covering amounts expended for witness fees and court costs in connection with suit of C. E. Taylor vs. Union Railway Company.

F. A. Barnes.

enc.

June 4, 1923.
116-2

Arthur Dick and 13 others v. Director General.

Memorandum for Mr. Blaisdell:

I have authorized settlement of 14 suits brought by negro porters for back wages in connection with the Southern Railroad. I have authorized payment from trustee account. I am advised a request will be made to have same replenished to the extent of about $10,000. I will appreciate your complying with the request promptly.

AAM:EW

General Solicitor.

Southern Railway System

Law Department

1300 Pennsylvania Avenue

Washington, D.C.

115-2

L.E.JEFFRIES,
VICE-PRESIDENT & GENERAL COUNSEL.
S.R.PRINCE,
GENERAL SOLICITOR.
CHARLES CLARK,
SOLICITOR.

DIVISION OF LAW June 2 1923-t.

27699

JUN 4 1923

Mr. A. A. McLaughlin,
General Solicitor,
U.S.R.Administration,
Washington, D. C.

Dear Sir:-

Yours of May 29th, file 115-2, and conference of June 1, Arthur Dick and thirteen other "porter" wage suits pending in the District will be settled as you direct - 72%. Careful check is being made and vouchers will be gotten out as quickly as possible. Southern Railway Company's Treasurer is being given advance notice that he may have say $10,000.00 on hand to pay off these vouchers so that they may be released for payment as soon as they reach him - otherwise several days delay will result pending this request for funds. I will be greatly obliged if you will give Mr.Blaisdell notice of this that Mr.Parham's request for funds may be promptly honored.

Very truly yours,

Solicitor

May 29, 1923.
115-2

Arthur Dick and others v. Director General.

Dear Sir:

I have delayed replying to your letter of the 10th inst. on account of negotiations I have had with Mr. Sherrier, which I had hoped would result in an adjustment. On May 18, Mr. Sherrier called at my office and he finally offered to accept 75% of the face of the claims, without interest. This, as I understand, would amount to $11,457.48. I finally offered him 66-2/3 % of the face of the claims, which would, according to his statement of the amount, make $10,183.41. My understanding was he would submit the proposition to his client and report to me. I advised him on his leaving the office that I would not reply to your letter until hearing from him. Thus far I have received no further advice from him. I have been out of the City, however, since the 22nd of May until this morning. I dislike to pay as much as 75% of the face of the claims, but it may be if we cannot do any better, we should do so. I would suggest you advise him that you would recommend payment of 70% of the face of the claims and see if you cannot get an adjustment. I advised him that you recommended the acceptance of his offer but that we could not approve such recommendation. Kindly see if you cannot procure a settlement for not to exceed 70% of the face of the claims, the amounts to be checked. If you cannot do so, and cannot get a better offer than 75% of the face of the claims, you can advise him that you will recommend payment of such amount and you can refer same to me for approval. I will, of course, under such circumstances, approve of the amount.

Respectfully yours,

General Solicitor.

AAM:MW

Mr. Charles Clark, Solicitor,
Southern Railway System,
1500 Pennsylvania Avenue,
Washington, D. C.

M

May 26, 1925

115-2-B

Dear Sir:-

Your letter of the 25th instant, file 27699, with reference to the Arthur Dick and the other thirteen porter suits has been received in the absence of Mr. McLaughlin who is personally handling the matter. Immediately upon his return, which I expect will be Thursday, May 31st, the same will be brought to his attention.

Very truly yours,

Chief Clerk.

Mr. Charles Clark, Solicitor,
Southern Railway System,
1300 Pennsylvania Ave., N. W.,
Washington, D. C.

EHR/mst

Southern Railway System

Law Department

1300 Pennsylvania Avenue

Washington, D.C. May 25, 1923 - hms.
27699

L.E.JEFFRIES,
VICE-PRESIDENT & GENERAL COUNSEL.
S.R.PRINCE,
GENERAL SOLICITOR.
CHARLES CLARK,
SOLICITOR.

115-2

MAY 26 1923

Mr. A. A. Mc Laughlin, General Solicitor,
United States Railroad Administration,
Washington, D. C.

Dear Sir:-

Please see mine 10th instant in regard to Arthur Dick and the other thirteen porter suits pending at Washinggon and give me directions at your early convenience.

Plaintiff's attorneys pressing me to set down these cases for trial. They have all been passed and are subject to now be called up.

Yours very truly

Solicitor.

Southern Railway System

Law Department

1300 Pennsylvania Avenue

Washington, D.C., May 10, 1923. M

115-2

L.E.JEFFRIES,
VICE-PRESIDENT & GENERAL COUNSEL.
S.R.PRINCE,
GENERAL SOLICITOR.
CHARLES CLARK,
SOLICITOR.

27699

UNIVERSITY OF LAW
MAY 11 1923

Mr. A. A. McLaughlin, General Solicitor,
U. S. Railroad Administration,
Washington, D. C.

Dear Sir:

Referring to conversation recently in re. case of Arthur Dick v. Director General, a colored train porter suing for wages under Supplement 12 to General Order No. 27, in which the Court of Appeals for the District of Columbia recently reversed the lower court, where the Director General secured a verdict in his favor; and, too, dealing with the several other similar suits pending in the District, your file 115-32.

There are fourteen such suits still pending, aggregating $15,276.66, amount sued for. The best offer the plaintiffs' counsel will make or even consider is approximately 75%; or, as he figures it out in exact dollars and cents, $14,035.43. The amount sued for, plus interest, will amount to approximately $20,000.00. Under the proposed settlement basis each plaintiff will draw a little over $800.00.

I am very anxious to clean up Federal litigation, and these porter suits especially. These are the last of the batch. Knowing that you too are anxious to close up these matters, I feel justified in recommending your favorable consideration of this basis of settlement. It is more than I expected to recommend to you; but, frankly, after earnest effort and several conversations, I feel that it is the best I can do. Plaintiffs' counsel is not at all perturbed about having to try out each case on its merits. His proof is easier handled than ours and naturally he feels that the percentage of successful result is in his favor, especially after the Court of Appeals succeeded in finding a reason for reversing the first one he tried and lost. His hopes are decidedly buoyed up. Besides, he has done a vast amount of work in these cases, first with the Director General in the claim stage and later in filing the several suits, and his fight in the Court of Appeals must have been a heavy tax on him. I mention this to show that he is in it almost too deep to turn back at this stage and offer a basis which we might think more reasonable. In a word, he has to go on if he wishes to make anything out of the business. I shall be glad to have your directions.

Very truly yours,

Charles Clark

Solicitor.

Southern Railway System

Law Department

1300 Pennsylvania Avenue

Washington, D.C. May 10, 1923. M

L.E.JEFFRIES,
VICE-PRESIDENT & GENERAL COUNSEL.
S.R.PRINCE,
GENERAL SOLICITOR.
CHARLES CLARK,
SOLICITOR.

27699

Mr. A. A. McLaughlin, General Solicitor,
U. S. Railroad Administration,
Washington, D. C.

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Very truly yours,

Solicitor.

Southern Railway System

Law Department

1300 Pennsylvania Avenue

Washington, D.C.

115-2

L.E.JEFFRIES,
VICE-PRESIDENT & GENERAL COUNSEL.
S.R.PRINCE,
GENERAL SOLICITOR.
CHARLES CLARK,
SOLICITOR.

April 4 1923-t.

DIVISION OF LAW
27699
APR 5 1923

Arthur Dick v. Director General.

Mr.A.A.McLaughlin, General Solicitor,
United States Railroad Administration,
Washington, D. C.

Dear Sir:-

I am very sorry to say that the D.C.Court of Appeals on April 3, 1923, reversed Dick v. Davis. Copy of Judge Martin's opinion herewith. As yet have only hastily read it and can only say I feel rather outraged. The mandate will be sent down at expiration of fifteen days. It must now be determined whether a motion for rehearing should be made, or what. Such a motion may be made within fifteen days under D.C., Court of Appeals Rule 14. On writ of error and certiorari, see Sections 250 and 251 of Judicial Code - and see 241 on $1,000 limit. The time limit for either is ninety days under Act of September 6, 1916. Hope to see you in next day or two and discuss in person.

Very truly yours,

Clark
Solicitor.

April 4 1923-t.

27699

Arthur Dick v. Director General.

Mr.A.A.McLaughlin, General Solicitor,
United States Railroad Administration,
Washington, D. C.

Dear Sir:-

I am very sorry to say that the D.C.Court of Appeals on April 3, 1923, reversed Dick v. Davis. Copy of Judge Martin's opinion herewith. As yet have only hastily read it and can only say I feel rather outraged. The mandate will be sent down at expiration of fifteen days. It must now be determined whether a motion for rehearing should be made, or what. Such a motion may be made within fifteen days under D.C., Court of Appeals Rule 14. On writ of error and certiorari, see Sections 250 and 251 of Judicial Code - and see 241 on $1,000 limit. The time limit for either is ninety days under Act of September 6, 1916. Hope to see you in next day or two and discuss in person.

Very truly yours,

Solicitor.

COPY

COURT OF APPEALS OF THE DISTRICT OF COLUMBIA

Arthur Dick,
Plaintiff in Error,

vs.

James C. Daivs, Statutory
Agent of the United States.
Defendant in Error.

Suit No. 3808

Argued before Smyth, Chief Justice, Robb, Justice, and Martin, Judge, United States Court of Customs Appeals.

This case was begun in the Municipal Court of the District of Columbia, with Arthur Dick as plaintiff, and James C. Davis, Statutory Agent of the United States, as defendant.

The plaintiff, a colored man, alleged that he was in the employ of the Southern Railway under the designation of a train porter, but was in fact regularly performing the duties of a passenger brakeman; that said railroad was then under Federal control, and on May 25, 1918 the Director General of Railroads issued a certain regulation known as General Order 27, Article VI of which reads as follows:

> Effective June 1st, 1918, colored men employed as firemen, trainmen and switchmen, shall be paid the same rate of wages as are paid white men in the same capacities.

And that on December 2, 1918, the Director General issued Supplement 12 to General Order 27, reading as follows:

> To carry out the intent of Art. VI of General Order No. 27, and retroactive to June 1, 1918, it is ordered:
>
> 1. Employees in a passenger train crew except conductor, collector, and baggagemaster, qualified and regularly required to perform the following essential duties, will be designated as passenger brakemen or flagmen and paid accordingly
>
> (a) Inspect cars and test signals and brake apparatus for the safety of train movement.
>
> (b) Use hand and lamp signals for the protection and movement of trains.
>
> (c) Open and close switches.
>
> (d) Couple and uncouple cars and engines and the hose and chain attachments thereof.
>
> (e) Compare watches when required by rule.

2. Where white men are not employed, the compensation and overtime rule for colored brakemen shall be the same, for both passenger and freight service, as for the same positions on the minimum paid contiguous road.

3. This order shall not curtail the duties of employees heretofore classed as "train porters".

4. This order shall not infringe upon the seniority rights of white trainmen.

Plaintiff averred that from June 1, 1918, to June 13, 1919, although designated as a train porter, he was nevertheless qualified and regularly required to perform, and in fact did so perform, the duties of a passenger brakeman as prescribed by the aforesaid regulations, and accordingly was entitled to be paid the schedule rates for such services; but that he was actually paid the wages of a porter only, which were much less than those of a passenger brakeman; and that the defendant has refused to pay him the difference although requested so to do; whereby there remains due to him a specified sum, for which he prays judgment.

Dht defendant denied the alleged indebtedness.

The issue was tried to a jury, and a verdict was returned for the defendant. A motion for a new trial was overruled, and the plaintiff now prosecutes error.

The first question to be considered relates to the court's jurisdiction over the controversy. It is claimed by the defendant in error that the decision of the Director General of Railroads as to plaintiff's wages and the amount due him therefor, was final and conclusive, and that the courts have no jurisdiction to review it. This contention however, is overruled upon the authority of Missouri Pacific R.R. Co., v. Ault, 256 U.S. 554; and Sec. 206 (a), Transportation Act, 1920, 41 U.S. Stat., 461.

At the trial below the plaintiff introduced evidence tending to establish each particular of his claim. It appeared however that on each pay day during the period of his employment he was paid a porter's wages only, and that the payments were made by means of checks bearing on their face the statement "in full for services rendered". These checks were placed in evidence over the objection ofthe plaintiff. We think this ruling was not erroneous, since the acceptance by plaintiff of a porter's wages reflected upon his statement that he was in fact performing a brakeman's work. At the close of the trial the plaintiff requested the court to instruct the jury to return a verdict in his favor. This request was refused, and rightly so, since the verdict was dependent upon the weight of the evidence.

The plaintiff furthermore requested the court to instruct the jury as follows:

> The jury are instructed that performing regularly the various items of work specified in Supplement 12 of General Order No. 27, of the Director General of Railroads, does not mean that all such items of work were performed daily or at any stated intervals, but only as the occasion for performing such work arose. If they find that the plaintiff was qualified as provided in Supplement 12 and under the directions of his conductor as the occasion arose, performed in accordance with the rules, work of the character specified in Supplement 12, he is entitled to recover.

The trial court refused to give this instruction to the jury, nor was it given in substance in the general charge. The plaintiff excepted to this ruling. We think the court's refusal to charge as requested was erroneous; for plainly a "regular" performance of the duties of a passenger brakeman as prescribed by the regulations could mean no more than that those duties should be performed "only as the occasion for performing such work arose."

Upon the subject of the acceptance by plaintiff of a porter's wages upon successive pay-days, the court delivered to the jury the following request of the plaintiff:

> The jurors are instructed that the rate of pay of the plaintiff for the period in controversy was fixed by Article VI of General Order 27, and if the plaintiff did the work of a trainman as mentioned in said General Order and described in Supplement 12 thereto, he was entitled to receive compensation at the rate specified in said order. No other employes or subordinate of the Director General of Railroads had the right or authority to deprive him of any part of his compensation as fixed by said Order, or to pay him a part thereof upon the condition that the acceptance of such part should be satisfaction of the entire amount he had earned.

But in the general charge the court treated the same subject in the following terms:

> Unless you further find from the evidence that at some time between June 1, 1918, and June 13, 1919, the claim of the plaintiff against this defendant became honestly in dispute between the parties and that the plaintiff accepted a less sum for full settlement of his claim after the dispute had arisen, if you find from the evidence that such dispute existed, then your verdict should be for the defendant.
>
> The court further instructs you that where a sum certain is due from one person to another, the release of the entire amount upon payment of part does not estop the creditor from bringing suit to recover the balance.

We think that that part of the general charge which suggest a possible accord and satisfaction between the parties was erroneous. The sums which were paid to the plaintiff were not determined by an agreement

entered into by way of a compromise. They were simplyaa porter's wages, which were deliveredto plaintiff in ordinary course by the paymaster; and there is no evidence whatever tending to show that the plaintiff when he received the money, understood it to be in full settlement of his claim for pay as a brakeman. The recital in the pay check, "in full for services rendered", can hardly be considered under the circumstances, as evidence of a settlement of the claim now in question.

The following testimony was given by plaintiff upon this subject:

> The conversation between the plaintiff and the paymaster occurred between June 1, 1918, and June 1, 1919. The plaintiff asked Mr. Murphy if he did not have some checks for plaintiff's back time under Supplement 12 to General Order 27, to which Mr. Murphy replied that he had the checks there but he had no orders to issue them. Nothing was said at that time by Mr. Murphy or the plaintiff about accepting his check in full for the extra time ~~Nothing was said at that time by Mr. Murphy or the plaintiff about accepting his check in full for the extra time~~ Nothing was said by Mr. Murphy regarding any conditions upon which the check was received by the plaintiff. He only said they were there, but he had no orders to issue them. The form of check offered in evidence was used before, during, and after Federal control by the Southern Railroad.

The plaintiff's berther testified to the same effect.

The following testimony was given by the paymaster upon the same subject:

> The witness remembered the plaintiff and stated that nothing whatever regarding any back pay had been discussed in any conversation with the plaintiff. He had no conversation with the plaintiff and no back-time checks were ever issued in his favor. The witness has nothing to do with the amount of pay any man received.

No other testimony upon this subject is to be found in the record. Nor does it appear therein that the question of plaintiff's wages was ever actually passed upon by the Director General during the time of plaintiff's employment. The procedure in the case seems to have followed upon an office rule of which the trainmaster testified as follows: "If an employee was classed as a porter but was doing brakeman's work, he would receive only a porter's compensation."

It should be remembered that the schedule of wages for the employees of the railroad while under Federal control, was prescribed by General Order 27 aforesaid, and that no subordinate officer of the department was authorized to vary or depart from it; and furthermore, that Supplement 12 to General Order 27, was not promulgated until December 2nd, 1918, although retroactive to June 1st, 1918.

We think that upon this state of the testimony the court should not have charged the jury, as it did, that they should find a verdict for the defendant in case they found that "the claim of the plaintiff against this defendant became honestly in dispute between the parties and that the plaintiffaccepted a less sum for full settlement of his claim after the

dispute had arisen". The jury were not entitled to make such a finding upon the evidence, and the court's charge was accordingly confusing and misleading upon this point. Under the circumstances it was rightly excepted to by the plaintiff, and was fatally erroneous. B.&.O.R.R.Co., v. Morgan, 35 App. D.C., 195.

Accordingly the decision of the Municipal Court is reversed at the cost of the defendant in error, and the case is remanded for such further proceedings as are consistent herewith.

(Signed) George Ewing Martin

Judge of the U. S. Court of Customs Appeals, assigned by the Chief Justice of the United States, for service in the Court of Appeals of the District of Columbia.

March 13, 1923
115-2

Dear Sir:

Your letter of March 8, 1923 addressed to the President has been referred to this office for appropriate action. With regard to the injury you claim to have received on December 31, 1921, this is, if course, a matter that you must take up with the railroad company and not with this office. The Government relinquished control of the roads as of 12:01 A.M. March 1, 1920. With regard to your claim for wages as trainman in excess of that previously paid you as a porter, I have heretofore written you regarding the matter. It seems that the case instituted by you was dismissed by the Court of Appeals, and that, of course finally closes the matter.

I am returning herewith the papers forwarded by you.

Yours very truly,

General Solicitor

AW:tad

Mr. Robert Massey,
R.F.D. 13, Box 132,
Derita, North Carolina

Form G-19

FILE NO.

UNITED STATES RAILROAD ADMINISTRATION

DIRECTOR GENERAL OF RAILROADS

SUBJECT:

March 12, 1923.

115-2

MEMORANDUM: for Mr. Ward:

Enclosed herewith please find additional correspondence from Robert Massey, relative to his claim against the Railroad Administration for injury and services rendered during the period of Federal control. This is in connection with my memorandum of August 12, 1922, and same is referred to you for such attention as you deem necessary.

A. W. STOLL

115-V

January 18, 1923

My dear Congressman:

Your letter of January 6, 1923 addressed to Mr. Koplin with regard to the claim for back pay of Clint Vaughn, a porter on the Alabama & Vicksburg Railroad, has been referred to me for appropriate action.

The Railroad Administration has, in the past, been presented with a large number of claims of train porters who contended that under certain wage orders of the Director General of Railroads they were entitled to the pay of brakesmen. The Administration has given careful consideration to these claims, but has not been satisfied that the duties performed by such porters brought them within the classification of brakesman. In two instances, trials on the merits were had before juries and verdicts rendered for the Railroad Administration. In other cases, the Administration, after careful investigation, has made small compromise settlements where it thought the facts would justify such settlements. In no instance, so far as I am aware, has the contention of these train porters been sustained in court.

I do not find on our file any record of Vaughn's claim having heretofore been brought to the attention of this office. Under the provisions of Section 206 (a) of the Transportation Act, 1920, 41 Stat. 456, his claim is now barred unless suit was brought prior to

March 1, 1922. I assume from the letter of January 5 addressed to you which you enclosed with your letter to Mr. Koplin that suit was not brought. This letter of January 5 indicates that Vaughn insists that he is entitled to the full amount he claims as due him; and, of course, if that is his contention, he should have brought suit within the period of time authorized. In cases of this character, the Administration has consistently declined to make settlements as we take the position that there is no longer any legal liability in the Government, and we would not have authority to waive the provisions of the Statute.

I trust this will give you the information desired, but in case there is anything further, kindly let me know.

Yours very truly,

General Solicitor

AWitmd

Hon. Ross A. Collins,
House of Representatives,
Washington, D.C.

ROSS A. COLLINS
5TH [redacted] MISSISSIPPI

COMMITTEES:
LABOR
PUBLIC LANDS
INDIAN AFFAIRS

Congress of the United States

House of Representatives

Washington, D. C.

Room 399

Jan. 6, 1922

Hon. Alex Koplin, General Attorney,
Division of Law,
Railroad Administration,
Washington, D.C.

My dear Sir:

I called at the Railroad Administration this afternoon and was asked to take up with you the matter of back pay of Clint Vaughn, one of the porters on the A & V R.R. I am enclosing copy of letter that I have just received from a railroad man on the A & V which I hope gives sufficient information for you to locate the claim of this man. If it is not, please advise me and I will undertake to get further and additional information for you.

Yours very truly,

Ross A. Collins

ROSS A. COLLINS.

C/s

Meridian, Miss. Jan. 3, 1923

Hon. Ross A. Collins,
Congressional Office Bldg.,
Washington, D.C.

My dear Congressman:

Have been so busy have not had time to write you.

I want you to handle a little back wage proposition for one of the A & V Porters. It seems there has been an error made in the settlement others in the same class of service were given, due, perhaps, to the name. The other porters on the A & V secured the services of an attorney in Birmingham by the name of Smith. Mr. Smith, from what can be learned, arranged a compromise between the company and their porters whereby settlement was secured for approximately 35% of the amount due them, this porter, Clint Vaughn, being left out entirely.

He has been told that such a settlement had been made and that if he wanted to settle for that amount he would be paid $375.00. He insists that if the company owes him anything it owes him the whole amount since he did not agree to any compromise and has refused to accept the amount tendered him. He has requested that I write you. I am in position to give you all the necessary data in connection with it.

I have no interest in the matter other than if the others are entitled to recover, then he is also and have promised him that I would request your assistance. Please let me hear from you at an early date. I desire you to summon me when I can be of service to you in any way.

With best wishes to you and yours, I am

Your friend,

November 20, 1922
115-2

Dear Sir:

Your letter of November 4, 1922 addressed to Mr. Alvord with regard to the claim of Effie Morris and minor children, has been referred to this office for appropriate action. Our file indicates that Ernest Morris was a train porter on the Gulf, Mobile & Northern Railroad during the period of Federal control. The claim now presented by Effie Morris and children in the sum of $602.20 represents an amount they claim to be due based on their contention that Morris performed the duties entitling him to the pay of a brakeman, rather than train porter. The Railroad Administration has in the past been presented with a number of claims of this character, but we have consistently taken the position that such claims were without merit. In any event, inasmuch as it now appears that no suit was brought in accordance with the provisions of Section 206 of the Transportation Act, 1920, 41 Stat. 456, or a settlement was not agreed upon prior to March 1, 1922, the Railroad Administration is not in a position to consider the claim. The Administration has not made any settlements were suit was not brought in accordance with the act, or a settlement not agreed upon prior to March 1, 1922, because after that date, no legal liability exists, and therefore, we do not have authority to make a payment out of the public funds.

Yours very truly,

General Solicitor

AW:tad
Mr. Chas. Lee Crum, Attorney at Law,
New Albany, Miss.

Form G-19

FILE NO.

UNITED STATES RAILROAD ADMINISTRATION

DIRECTOR GENERAL OF RAILROADS

SUBJECT:

Nov. 18, 1922.

115-2

MEMORANDUM: for Mr. Ward:

#B

Enclosed herewith please find correspondence relative to claim of the estate of Earnest Morris, deceased, on account of back pay alleged to be due for services rendered as train porter on the Gulf, Mobile & Northern Railroad, during the period of Federal control.

Will you please handle this direct with Mr. Chas. Lee Crum?

A. W. STOLL

CHAS. LEE CRUM.
Attorney at Law.
NEW ALBANY, MISSISSIPPI.

103234

Nov. 4, 1922.

Mr. E. M. Alvord, Ass't Director Gen.
Washington, D. C.

Dear Sir:- IN RE: Effie Morris and minor Children
Claim for Acc't due Earnest Morris.

In my letter of Aug. 2, last I called your attention to the fact that on account of the fact that Earnest Morris departed this life on Dec. 27, 1921, at a time when his claim for back pay amounting to $602.20 had not been barred by the statute of limitations and the further fact that his wife and two children are his sole heirs and the children are monors, that the statute of limitations should not bar his claim.

In your reply dated August 7, you stated that you would investigate this matter and let me know your decision with reference to paying it, as soon as possible. I have not heard from you and would thank you very much to let me know whether you can pay it under the law.

I shall be glad to furnish you any additional information that I can with reference to this matter and the heirs of Ernest Morris.

Yours truly,

Chas Lee Crum

August 18, 1922
115-2

Dear Sir:

Your letter of August 11 addressed to Mr. Alvord relative to claim of the estate of Ernest Morris, deceased, on account of back pay alleged to be due, has been referred to me for appropriate action. It is noted from the letter of August 2, 1922 from Charles Lee Crum, attorney for claimant, that this matter was not presented prior to February 28, 1922, and an agreement of settlement reached on or before that date. Under such circumstances, we feel that we must follow our established policy and decline the claim.

I am returning Mr. Crum's letter to you herewith.

Yours very truly,

AW:tad

General Solicitor

Mr. H. G. Sparks, V.P. and Gen. Man.,
Gulf, Mobile and Northern Railroad Co.,
Mobile, Ala.

173811

GULF, MOBILE AND NORTHERN RAILROAD COMPANY

OPERATING DEPARTMENT

MOBILE, ALA.

H. G. SPARKS,
VICE-PRESIDENT AND GENERAL MANAGER

August 11th, 1922.

Mr. E. M. Alvord,
Assistant to the Director General,
United States Railroad Administration,
Washington, D. C.

Dear Sir:-

Referring to your letter of August 7th, relative to claim for back pay of the estate of Ernest Morris, (colored) deceased, while employed as train porter on this line:-

Upon authority of, and acting for the United States Railroad Administration, we recently settled several similar claims on the basis of 25% of the difference between the amount paid and the amount that should have been paid to train porters under supplement No. 12 to General Order No. 27. These settlements were arranged through Mr. McLaughlin, General Solicitor, United States Railroad Administration. His file should disclose the entire negotiations.

During the period involved, the Railroad Company paid to Ernest Morris $672.65. The amount to be paid by application of Supplement No. 12 would have been $1,275.85, leaving a difference of $602.20. On the basis of settlement for 25%, the estate of Morris would be due $150.55 should the Director General care to authorize.

Yours very truly,

H. G. Sparks

Vice President & General Manager.

16

9/5/22

E 38
CRUM

August 7, 1922.

Dear Sir:

This will acknowledge receipt of your letter of the 2nd inst., addressed to Mr. John Barton Payne, former Director General of Railroads, relative to claim of the estate of Ernest Morris for back pay while employed on the G. M. & N. RR Co., for the period June 1st, 1918, to June 17th, 1919.

This claim will be investigated and you will be advised definitely as to our decision just as soon as possible.

Sincerely yours,

[illegible]

S

Mr. Chas. Lee Crum,
Attorney at Law,
New Albany, Miss.

AWS-m

9/5/22

August 7, 1922.

Dear Sir:

Enclosed herewith please find copy of letter from Charles Lee Crum, relative to a claim for back pay of the estate of Ernest Morris, deceased, while employed with the G. M. & N. Railroad, June 1st, 1918, to June 17th, 1919.

It will be appreciated if you will have this claim investigated, advise result of same, with any recommendation you may wish to offer.

Sincerely yours,

E. M. C.

5

Mr. H. E. Sparks, Vice-Pres., & Gen. Mgr.,
Gulf, Mobile & Northern Railroad Company,
Mobile, Ala.

AWS-m

Southern Railway System

Law Department

1300 Pennsylvania Avenue

Washington, D.C.

115-V

L.E.JEFFRIES,
VICE-PRESIDENT & GENERAL COUNSEL.
S.R.PRINCE,
GENERAL SOLICITOR.
CHARLES CLARK,
SOLICITOR.

October 27 1922-t.

Mr. A. A. McLaughlin,
General Solicitor,
U.S.R.Administration,
Washington, D. C.

Dear Sir:-

Arthur Dick v. Jas.C.Davis, Director General, Agent, etc., the test case of the several train porter suits tried last year and resulted in jury verdict for defendant, carried by plaintiff to Court of Appeals for District of Columbia on writ of error. I argued it before that court on October 25th and 26th. Am very hopeful of sustaining defendant. Will let you know result when decision handed down.

Very truly yours,

Charles Clark
Solicitor.

SEABOARD AIR LINE RAILWAY COMPANY

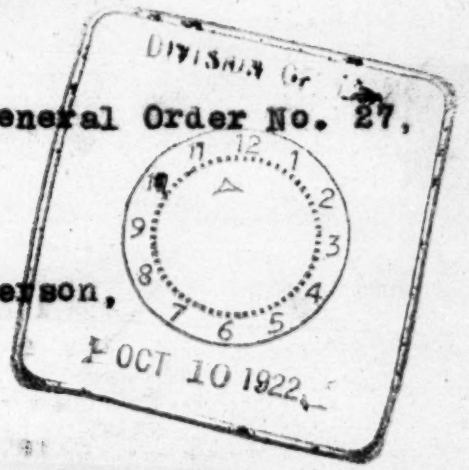
LAW DEPARTMENT

JAMES F. WRIGHT,
GENERAL SOLICITOR
SMITH R. BRITTINGHAM,
LEAVEN B. PLUMMER,
SOLICITORS.

115-2

Norfolk, Va., October 9th, 1922

A-55367-H



Train porters suits - Back time under General Order No. 27, Supplement No. 12.

Messrs. Munford, Hunton, Williams & Anderson,
District Counsel,
Richmond, Virginia.

Gentlemen:-

Referring to yours of September 25th concerning claims of Ed Irvin, Henry Lee, Warren Sanders, John Sumlin and Tony Whitehead, the General Solicitor for the Railroad Administration writes me as follows:

"I am in receipt of and thank you for your letter of September 30, 1922, relative to train porter claims - back time under General Order No. 27, Supplement No. 12.

"In view of your statement that the claims in question do not come within your understanding with Mr. Long, we take the position that the claims should be rejected."

Please advise Mr. Long accordingly.

Yours very truly,

James F. Wright
General Solicitor-

CC-Mr. A. A. McLaughlin, General Solicitor,
United States Railroad Administration,
Washington, D. C.

His letter of October 6th, file 115-2.

Southern Railway System

Office of Vice President
In charge of Operation
1300 Pennsylvania Avenue
Washington, D. C.

H.W. MILLER,
VICE PRESIDENT.

DIVISION OF LAW 15-2

May 3, 1922. ct

MAY 5 1922

Mr. A. A. McLaughlin, General Solicitor,
United States Railroad Administration,
Washington, D.C.

Dear Sir:-

Receipt of your letter of May 1st, file 1152, relative to claim of Will Holt, Train Porter, Georgia Southern and Florida Railway, is acknowledged.

As requested, we will hold the matter in abeyance a few days longer.

Yours truly,

H. W. Miller

Vice President.

May 1, 1922
1152

Dear Sir:

I am today in receipt of your letter of April 28, 1922 relative to the claim of Will Holt, Train Porter, Georgia Southern and Florida Railway, and would appreciate it if you would hold this matter for a few days longer.

Yours very truly,

AW:tad

General Solicitor

Mr. H. W. Miller, Vice President,
Southern Railway System,
Washington, D.C.

++

Southern Railway System

Office of Vice President

In charge of Operation.

1300 Pennsylvania Avenue

Washington, D. C.

115-2

H.W. MILLER,
VICE PRESIDENT.

April 28, 1922. ct

Mr. A. A. McLaughlin,
General Solicitor, U.S. RR. Admsn.,
Washington, D.C.

Dear Sir:

Your letter 15th instant, file 115-2, with reference to claim of Will Holt, Train Porter, Georgia Southern and Florida Railway, also your 'phone message of 17th requesting that we hold the voucher in favor of Holt for a few days to see if, after considering the matter further, he would decide to accept it.

We have heard nothing further in regard to this case and would be glad to know if it will now be all right to cancel the voucher which you returned to us with letter above referred to.

Yours truly,

Vice President

May 1, 1922
115-2

Dear Sir:

I am today in receipt of your letter of April 25, 1922, relative to your claim against the Railroad Administration.

We have had a number of claims of this character in which train porters contended that they were entitled to the pay of brakeman; but we have never acknowledged any validity in such claims. Suits have been brought in some instances, and verdicts returned for the Government; and in order to adjust these matters we have authorized in some cases settlements along the lines of the settlement offered you by the Southern Railway in our behalf. We would not have authorized a larger settlement with you without going to litigation.

In view of the provisions of Section 206 of the Transportation Act, 1920, your claim is now barred; and we are without authority to give any further consideration to your claim. You have stated your unwillingness to accept the amount offered; and I feel that there is nothing further that we can do at this time but consider the matter as closed.

Yours very truly,

General Solicitor

AW:tad

Mr. W. W. Holt,
R.F.D. 6 B-1,
Tifton, Georgia

115-2

R. F. D. 6, Box I, Tifton, Ga., April 25, I922.

Mr. A. A. McLaughlin, General Solicitor,

U. S. Railroad Administration,

Washington, D. C.

#II5-2

APR 27 1922

Dear Sir:- Your letter of April 8, I922, was duly received. Thanks.

I never made any agreement with the superintendent of the Georgia Southern & Florida Ry. Co. prior to March I, I922, nor with anybody else at any other time, to accept $67.70 in full payment for the claim I hold against the U. S. Railroad Administration.

I ask that in fairness to me you send me a copy of said agreement signed by me where I agreed to accept $67.70 in full settlement for my said claim.

I claim that the said U. S. Railroad Administration owes me as passenger train brakeman on the Georgia Southern & Florida Railroad for I5 months at $67.70 per month, and all increases that were granted by General Order 27, and all subsequent General Orders and Supplements regulating the pay of passenger train brakemen.

W. W. Holt

Georgia, Bibb County.

Before me, a notary public of the aforesaid State and County comes W. W. Holt, who being duly sworn deposes and says that the above statements are true.

W. W. Holt

Sworn to and subscribed before me this 25th. day of April I922.

E. L. Whe

April 15, 1922
115-2

Dear Sir:

I beg to refer to previous correspondence relative to the claim of Will Holt, Train Porter, Georgia, Southern & Florida Railway and enclose herewith copy of letter of April 8th received from Holt together with the voucher in question. I also send you a copy of my letter this date in reply to Holt's which is self explanatory.

Yours very truly,

AW:tad General Solicitor

Mr. H. W. Miller, Vice President,
Southern Railway System,
Washington, D.C.

P.S. We assume that Holtem did not institute an action prior to March 1st, 1922.

April 15, 1922
115-2

Dear Sir:

I am in receipt of your letter of April 8th, 1922 forwarding to this office voucher in the amount of $67.70 received from the Supt. of the Georgia Southern & Florida Ry. Co. It was the purpose of this voucher to make a settlement with you on account of your claim and this office understands that the Supt. of the road made an agreement with you prior to March 1st, 1922. The Vice President of the Southern Railway Co. took the matter up in this office and such settlement was approved and authorized by this office prior to March 1st, 1922 as the voucher itself indicates.

Your present letter however, states your dissatisfaction with the settlement and you make the statement that the voucher does not settle your claim. We cannot at this time make any other settlement with you and I am therefore returning the voucher to the Southern Railway together with copy of letter to you in order that the voucher may be cancelled.

Yours very truly,

General Solicitor

AW:tad

Mr. W. W. Holt,
R.F.D. 6 B-1,
Tifton, Ga.

Form G-19

UNITED STATES RAILROAD ADMINISTRATION

DIRECTOR GENERAL OF RAILROADS

FILE NO. 115-2

SUBJECT:

April 10, 1922.

MEMORANDUM for Mr. McLaughlin:

DIVISION OF LAW
APR 13 1922

Enclosed herewith please find letter dated April 8th, from W. W. Holt, enclosing voucher in the amount of $67.70 covering payment for back pay.

This is referred to you in connection with my memorandums of January 10th and February 9th.

E. M. Alvord.

169469

R.F.D. 6. Box, 1. Dan

Tifton. Ga
5-6- 1922

Mr. James. C. Davis.
Director General of U.S.R.R.
Washington. D.C.

Dear Sir.

I am herewith Enclosing you a Voucher From the Supt. of the G.S.&F. R.R. for 15 month Pay for rendering Service as a Passenger train Brakeman. on the G.S.&F R.R. under the Gover-ment Control. From June 1st 1918. to August 1st 1919. Mr. Davis I am asking you for all Increases that was Granted from Jan-1st 1918. to May 2nd. 1919. for the Service I rendered as Passenger train Brakeman. to General Order 27. Supplement: 12. Mr. Davis. My Duties. Was Curtail On may 2nd. 1919. Therefore this

Voucher dont Cover the Amount
the Goverment owe me. While
the Goverment Control of Raie Road
Mr. Davis this Voucher should
be 17 times this Amount. that
will give me all Increases
that was Granted to the Passenger
train Brakeman. Under the
Goverment Control, of Raie Road
Mr Davis Dam holding
a Photograph of this Voucher
~~xxx~~ in Case it get Lost.
hoping that you will turn
this matter over to Mr A A McLaug
-lin Solisitor ~~Genl~~.

Hoping hear from
you soon. inregard of this matter
this Voucher dont settle my Claim.

Very yours
Truly W. H. Holt
R F D. 6. B-1
Tifton.
Ga

(Due Interest for 4 years
on the money Due)
Mr.

Southern Railway System

Office of Vice President

In charge of Operation.

1300 Pennsylvania Avenue

Washington, D.C.

115-2

H.W. MILLER,
VICE PRESIDENT.

April 4, 1922. ct

Mr. A. A. McLaughlin, General Solicitor,
United States Railroad Administration,
Washington, D.C.

Dear Sir:-

Your letter of March 29th, file 115-2, in regard to claim of Will Holt, Train Porter, Georgia Southern and Florida Railway.

Voucher in favor of Holt for $67.70, the amount due him on the basis outlined in your letter of authority dated February 11th, was forwarded to him in care of our Superintendent, Mr. L. F. DeRamus, Macon, Ga., on March 31st.

I am investigating to ascertain if the other porters mentioned in Holt's letter filed suit against the Director General prior to March 1, 1922, or if settlements were agreed upon with them prior to that date, and will advise you further as soon as I obtain this information.

Yours truly,

H.W. Miller

Vice President.

115-2

March 29, 1922

Dear Sir:

I would appreciate it if you would refer to my letter of February 11, 1922, and advise me present status of the claim of Will Holt, train porter, Georgia Southern & Florida Railway. In this connection I enclose herewith copy of a letter March 23, 1922, received from Mr. Holt, and I would be glad if you would advise me whether the porters mentioned in his letter filed suit against the Director General prior to March 1, 1922, or whether any settlements were agreed upon with such porters prior to that date.

Thanking you, I am

Very truly yours,

AW/meh
Encl.

General Solicitor.

Mr. H. W. Miller,
Vice President,
Southern Railway System,
Washington, D. C.

Southern Railway System

Law Department.

1300 Pennsylvania Avenue

Washington, D.C.

L. E. JEFFRIES,
VICE PRESIDENT & GENERAL COUNSEL.
S. R. PRINCE,
GENERAL SOLICITOR.
CHARLES CLARK,
SOLICITOR.

115-2

March 27 1922-t.

26314

Monk Norwood v. Director General - $1,000

Mr. A. A. McLaughlin,
General Solicitor,
Washington, D.C.

Dear Sir:-

My letter to you of February 3d. Division Counsel at Birmingham advise me under date of March 18:

"We have been unable to deliver this voucher because of the fact that after we had agreed on the settlement of this claim, both with Norwood and his attorney, and after judgment was entered, he refused to accept the same and notified the Director General that he would not be bound by the settlement. Of course we could go ahead and pay this monry into court but we could not get a receipt from Monk Norwood, the plaintiff, and we have deemed it advisable to hold the voucher in the office until we could get it adjusted."

Very truly yours,

General Solicitor.

C. C.

Tifton. Ga.
March 23-1922

Mr. C. A. McLaughlin.
General Solicitor.
Washington. D. C.

115-2

Dear Sir.

I am in Receipt of your Letter of Feb. 11th 1922. In regards of taken up the Matter Concerning of the 19 month of back Pay Due we Porters of the G. S. & F. R. R. You wrote me that you were taken the matter up with the Vice President of the Sou. R. R. Mr. McLaughlin. I have'nt been able to hear any thing more about the Case. It is Very Strange Thing to me that the Goverment.

Set Afart- the (2) money to be
Paid to we Employee. Perform
Deuty as Passenger. train Brakeman
and. than not be Paid for our
Work. now you see some one
have taken our Earning from
We Porters on the G.S.&F. R.R.
Mr. McLaughlin. Why is it we are
having so much truble to get
What is owe to we Porters. will
you Please tell me. Mr. McLaughlin
if you say so. Franto Butler &
my Self. will Call on you any
Day at your office in Washington
& Explain this Case to you. Give
us 10 Days Notice, & we will be
Glad to meet you on this matter
Mr. McLaughlin. Dont Pending you
the names of those they owe.

Back time, for Performing Deeties as
Passenger. train Brakeman While
the Goverment Control of Roads.

Names

Will Holt. Colored.
Frank Butler
H. Green.
Starling Dixson
Charlie Tarver
Ed. Ford.
Joe Burney.
Geo Cuth
Will Harden.
John Ross.
Richard Elyatt
Walker English.

Mr. McLaughlin. Those are the Passeng.
train Brakeman Whom Perform Deuty
as a Brakeman under the Goverment
Control of Roads. (over)

And those are the Employee Whom the Goverment Owe to Day. For the Service they Rended in the War time. Mr. McLaughlin the A C L Porter have Received some of the same money about 3 week ago. for the same money that Sam. writing you about. Please Let hear from you inregards of this matter. this money have been Due go for three years. We should of have been Paid this money Long ago.

Very truly yours

Will Holt

R.F.D. 6 - Box 1. Tifton, Ga.

115-2

March 17, 1922

Dear Sir:

I am in receipt of your letter of March 13, 1922, relative to the colored train porter matters. I note from the letter of March 6, 1922, written by your Vice President and General Manager, that summons was served on your agent at Laurel, Mississippi, in each of the eight cases listed. If these suits were commenced before the period of limitation in the Transportation Act would operate as a bar, it will be satisfactory to this office if you make the compromise settlements of 25%, as proposed in the eight cases inquestion.

With respect to the last paragraph of Vice President Sparks' letter of March 6, the Administration must, of course, decline to make any settlements in cases of this kind where suit was not instituted prior to March 1, 1922.

Very truly yours,

AW/mch

General Solicitor.

Mr. J. C. Rich,
General Solicitor,
Gulf, Mobile & Northern Railroad Company,
Mobile, Alabama.

GULF, MOBILE AND NORTHERN RAILROAD COMPANY
MERIDIAN AND MEMPHIS RAILWAY COMPANY

LEGAL DEPARTMENT

115-2

J. C. RICH,
GENERAL SOLICITOR

MOBILE, ALABAMA

March 13, 1922.

Mr. A. A. McLaughlin, General Solicitor,
United States Railroad Administration,
Washington, D.C.

Dear Sir:-

Referring to our recent correspondence relating to claims of certain colored train porters employed by the Administration-Gulf, Mobile & Northern Railroad, I am this morning in receipt of a letter from the Vice-President & General Manager showing the amounts due these claimants upon the proposed basis of settlement. This I am enclosing for your information.

Yours very truly,

J. C. Rich

G.S.

P.S. I also enclose for your information letter of the Vice-President & General Manager of the G.M.&N.R.R.Co. dated March 6th. This was intended to furnish information in reply to yours of Jany. 5th- File 115-2, relating to claims of colored porters for back pay.

GULF, MOBILE AND NORTHERN RAILROAD COMPANY
MERIDIAN AND MEMPHIS RAILWAY COMPANY
OPERATING DEPARTMENT
H. G. SPARKS,
GENERAL MANAGER
MOBILE, ALABAMA

Mobile, Ala.,

March 10th, 1922.

Mr. J. C. Rich:

Referring to my letter of March 6th, giving you information concerning back pay claimed by certain train porters who performed brakemen's duties:

The information furnished for the Mobile Division covered the period June 1st, 1918, to May 10th, 1919, and I now find that it should cover period June 1st, 1918, to June 13th, 1919, and the figures below are prepared covering this corrected period:-

Name:	Amt. due under Sup. #12:	Amt. Paid:	Bal. Due:	Settlement Based on 25%:
John Baker	$1,446.78	$ 709.64	$ 737.14	$ 184.28
Ike Beasley	1,564.21	800.86	763.35	190.84
May Calhoun	1,300.81	658.87	641.94	160.48
J.D.McElroy	1,326.28	649.77	676.51	169.13
J.E.Nicholson	1,630.44	807.93	822.51	205.63

H G Sparks
Vice President & General Manager

Mobile, Alabama,
March 6th, 1922.

Mr. J. C. Rich:

In connection with letter from A. A. McLaughlin, General Solicitor of the United States Railroad Administration, to you, dated January 5th, 1922, with reference to claim of colored porters for back pay, which letter you left in my office three weeks ago:

I give below information necessary to reply to Mr. McLaughlin's letter which has reference to eight train porters. The eight porters in question did perform brakemen's duties, as follows:

The five on the Mobile Division, i.e.,
John Baker
Ike Beasley
Mat Calhoun
J.D.McElroy
J.E.Nicholson
performed brakemen's duties from
June 1st, 1918, until May 10th, 1919.

The three on the New Albany Division, i.e.,
A.W.Saunders
Robert Green
Jesse Maxwell
performed brakemen's duties from
June 1st, 1918, until June 17th, 1919.

The following statement shows the amounts due these parties:-

Name:	Amt.due under Sup.#12.	Amt.paid:	Balance due:	Settlement based on 25%:
John Baker	$1,292.03	$637.81	$654.22	$163.56
Ike Beasley	1,401.44	727.65	673.79	168.45
Mat Calhoun	1,155.68	592.86	562.82	140.71
J.D.McElroy	1,143.51	563.33	580.18	145.05
J.E.Nicholson	1,448.96	723.27	725.69	181.42
A.W.Saunders	1,179.48	632.04	547.44	136.86
Robert Green	758.51	403.59	354.92	88.73
Jesse Maxwell	1,336.15	712.24	623.91	155.93

I wish to advise that summons has been served on our agent at Laurel in each of the above cases against the Director General of Railroads, to cover the back time claimed, which cases are called for the second Monday of July in the Circuit Court of Jones County, Laurel, Miss.

In this connection, I find there are a number of other train porters who may properly be due similar back time, but I have not received a request for back time that might be due others, and do not know without making a check whether the parties I have in mind are still in our service.

Yours very truly,

H.G.Sparks

Vice President & General Manager.

36

enc.

March 11, 1922.
115-2

Colored Porter Cases.

Dear Sir:

I acknowledge receipt of your favor of the 8th inst. - your file 280-291, in reference to above matter. Unless you have made specific agreement to settle similar claims to which you call attention, prior to March 1, 1922, no further settlement should be made. We are only permitted at this time to settle claims in suit on February 28, 1922, and claims in which there was a specific agreement to settle on or before that date. All other claims must be declined.

Respectfully yours,

AAM:MW

General Solicitor.

Mr. Larz A. Jones, Pres. & Gen. Mgr.,
Alabama & Vicksburg Railway Company,
New Orleans, La.

ALABAMA & VICKSBURG RAILWAY COMPANY
VICKSBURG, SHREVEPORT & PACIFIC RAILWAY COMPANY
QUEEN & CRESCENT BUILDING

LARZ A. JONES
PRESIDENT AND GENERAL MANAGER

115-2

NEW ORLEANS, LA., March 8, 1922.

REFER TO FILE 280-291

MAR 10 1922

Mr. A. A. McLaughlin, General Solicitor,
United States Railroad Administration.,
Washington, D. D.

Dear Sir:

With reference to your letters of December 5th, and December 15th, file 115-2, authorizing adjustment of claims of porters performing the duties of brakemen on the basis of 25 per cent of the difference between the amount the men were actually paid, and the amount they would have been paid had they been regarded as brakemen., I beg to advise that we have settled with the porters, represented by Attorney Frank W. Smith on this basis, but there are several others from whom we have had no similar claims presented through an attorney, but who actually performed similar service, and I assume that it will be proper for us to make settlement with them on the same basis. Will you kindly confirm this understanding?

Yours truly,

Larz A. Jones

President and General Manager.

L

RUSH

March 3,

Memorandum For Mr. Tracy:

Sometime since the Seaboard Air Line, by my instructions, made a definite agreement to settle claims of colored porters who claimed to have been employed as brakemen and entitled to the benefits of General Order 27 and supplements thereto, but which the roads refused to apply to them. We are paying 25% of the claims. The settlements were not consummated before March 1, and I now have request from the General Solicitor of the Company that you personally wire T. W. Mathews, Assistant Treasurer, Portsmouth, authorizing him to disburse the amount agreed upon, approximating $15,000. I take it he wants this authority from you as Comptroller and does not wish to rely on advice from me. I will be glad to have you wire such authority.

AAM:MW

General Solicitor.

CLASS OF SERVICE	SYMBOL
[illegible]m	
[illegible] Letter	Blue
Night Message	Nite
Night Letter	N L

If none of these three symbols appears after the check (number of words) this is a telegram. Otherwise its character is indicated by the symbol appearing after the check.

WESTERN UNION TELEGRAM

NEWCOMB CARLTON, PRESIDENT — GEO. W. E. ATKINS, FIRST VICE-PRESIDENT

Form 1201

CLASS OF SERVICE	SYMBOL
Telegram	
Day Letter	Blue
Night Message	Nite
Night Letter	N L

If none of these three symbols appears after the check (number of words) this is a telegram. Otherwise its character is indicated by the symbol appearing after the check.

RECEIVED AT
48W MV CAK

NORFOLK VA 1122A MAR 3 1922

A A MCLAUGHLIN

38

GENERAL SOLICITOR US RR ADMINISTRATION WASHINGTON DC

TREASURER DESIRES SPECIFIC AUTHORITY FROM COMPTROLLER TRACY TO DISBURSE APPROXIMATELY FIFTEEN THOUSAND DOLLARS IN SETTLEMENT OF PORTERS CLAIMS PLEASE REQUEST HIM TO WIRE T W MATHEWS ASSISTANT TREASURER PORTSMOUTH DIRECT

JAMES F WRIGHT

1135A

New Interior Building,
Franklin 7100, Branch 47.

115-2

FRANK W. SMITH
ATTORNEY AND COUNSELLOR AT LAW
FIRST NATIONAL BANK BLDG.
BIRMINGHAM, ALA.

115-2

February 28th 1922.

HON. A. A. McLAUGHLIN, General Solicitor,
United States Railroad Administration,
Washington, D.C.

My dear sir:-

Your File #115-2
Claim of colored porters
for back-pay.

Upon the receipt of your wire to-day, in reply to my letter of the 24th instant, I immediately filed suits for my clients, as suggested by you, so that you may further consider their claims, after you have received the report that you requested.

I suppose that you requested the report from the operating department of the railroad, and that there is nothing that I can do to assist you in getting the same; but, if there is, please so advise me.

My clients did not want me to file suits for them, for fear it would, in some way, jeopardize their jobs; but, I hope that such action on my part will not cause them to lose their jobs, and, I cannot see why it should, as their claims are just claims, and such claims have already been paid to such employees on other railroads, and, I presume, would have been paid by this road, through you, had you received in due time, the report requested.

I consider such suits friendly ones and will still hope to make friendly settlements of the same through your office, without a trial, if possible. So, please be kind enough to let me hear from you as soon after you receive the report, as possible.

If I am not asking too much of you, I would also appreciate your kindness if you will address a letter to Hon. J. C. Rich, General Counsel for the G.M.& N. R.R.Co., at Mobile, Alabama, telling him why I filed such suits, so that he may so advise the operating department of his road, that these colored porters will not lose their jobs,- if he is the proper party to write to, if not, perhaps you know the proper one, and will write to him.

Thanking you for the kindly interest that you have already shown in this matter for these poor negroes, I am,

Yours very truly,

fws-a-

Frank W. Smith

Form G-84

TELEGRAM

UNITED STATES RAILROAD ADMINISTRATION

DIRECTOR GENERAL OF RAILROADS

SENT FROM: February 28, 1922.

Frank W. Smith, Attorney,
First National Bank Bldg.,
Birmingham, Ala.

Your letter twenty-fourth colored porter claims Do not have report requested We cannot waive time for bringing suit Unless suit commenced today cannot give claimsfurther consideration.

A. A. McLaughlin.

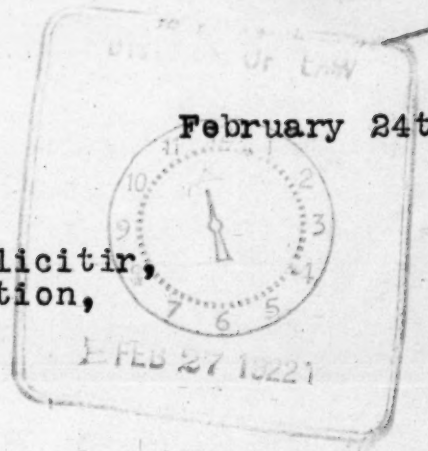
LAW

OFFICIAL BUSINESS.
GOVERNMENT RATES.
CHARGE DIRECTOR GENERAL OF RAILROADS, DIVISION ----------

2—9678

FRANK W. SMITH
ATTORNEY AND COUNSELLOR AT LAW
FIRST NATIONAL BANK BLDG.
BIRMINGHAM, ALA.

115-2



February 24th 1922.

HON. A. A. McLAUGHLIN, General Solicitir,
United States Railroad Administration,
Washington, D. C.

My dear sir:-

Claim of colored porters for back-pay.
Your File 115-2

Further referring to your esteemed favor of January 5th 1922, advising that you are requesting a report as to the facts with regard to each of these parties and that you will advise me upon the receipt of same:

May I now ask whether you have received the report, and, if so, what decision you have reached with reference to the same?

I read in one of our local newspapers a few days ago, that all claims against the Railroad Administration would be barred after March 1st 1922, if suit had not been filed thereon. My clients did not want me to file any suit, or in any way endanger their present positions. So, I trust that you will waive the time in these matters, as we have had the matter up with the railroad company, direct, and also with you for some time?

Awaiting a prompt and favorable reply, I am,

Yours very truly,

fws-a-

Frank W. Smith.

February 24, 1922.
115-2

Train Porter Suits.

--

Dear Sir:

I have your favor of the 23rd inst. advising as to arrangement finally agreed upon with Hill & Admas and Mr. Long for disposition of the above suits.

This is satisfactory and I congratulate you upon procuring the arrangeeeent.

Respectfully yours,

AAM:MW

General Solicitor.

Mr. James F. Wright, General Solicitor,
Seaboard Air Line Railway Company,
Norfolk, Virginia.

SEABOARD AIR LINE RAILWAY COMPANY

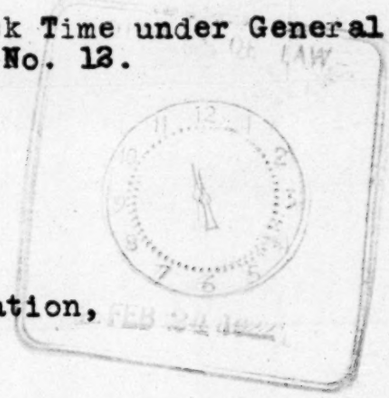
LAW DEPARTMENT

JAMES F. WRIGHT,
GENERAL SOLICITOR
SMITH R. BRITTINGHAM,
LEAVEN B. PLUMMER,
SOLICITORS.

115-2

Norfolk, Va., Feb. 23, 1922.z
A-55367 - F

Train Porters Suits - Back Time under General Order No. 27, Supplement No. 13.



Mr. A. A. McLaughlin,
General Solicitor,
U. S. Railroad Administration,
Washington, D. C.

Dear Sir:

Hill & Adams and Mr. Long have finally agreed that the porter claims should be disposed of on the following basis: claims aggregating one-half of the total amount due under the agreed settlement shall be paid through each of the attorneys. Before receiving the checks they are to sign an agreement releasing the Administration from all liability for fees for services rendered in connection with the collection of the claims.

This seems to me a very satisfactory disposition of this troublesome matter; litigation is avoided and at the same time we incur no possible liability for payment of fees. I am proceeding to have the Treasurer issue checks for the amounts due. If, therefore, you have any suggestions to make, please advise me promptly.

Very truly yours,

James F. Wright.

General Solicitor.

a.

Form G-84

TELEGRAM

UNITED STATES RAILROAD ADMINISTRATION

DIRECTOR GENERAL OF RAILROADS

SENT FROM:

February 20, 1922.
115-2

Jas. F. Wright,
General Solicitor, Seaboard Air Line Ry Co.,
Norfolk, Virginia.

Your wire this date and letter seventeenth You should not waive failure to bring suit before March first Do not like the idea of interpleader Think you should allow them to bring suit and adjust after suit is brought if willing to accept amount offered.

A. A. McLaughlin.

OFFICIAL BUSINESS.
GOVERNMENT RATES.
CHARGE DIRECTOR GENERAL OF RAILROADS, DIVISION

LAW

2—9676

CLASS OF SERVICE	SYMBOL
Telegram	
Day Letter	Blue
Night Message	Nite
Night Letter	N L

If none of these three symbols appears after the check (number of words) this is a telegram. Otherwise its character is indicated by the symbol appearing after the check.

WESTERN UNION TELEGRAM

NEWCOMB CARLTON, PRESIDENT — GEORGE W. E. ATKINS, FIRST VICE-PRESIDENT

CLASS OF SERVICE	SYMBOL
Telegram	
Day Letter	Blue
Night Message	Nite
Night Letter	N L

If none of these three symbols appears after the check (number of words) this is a telegram. Otherwise its character is indicated by the symbol appearing after the check.

RECEIVED AT COMMERCIAL NAT'L BANK BLDG., 14th & G STS., N. W. WASHINGTON, D. C. ALWAYS OPEN

1922 FEB 20 PM 1 18

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NORFOLK VA 1259P 20

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115-2

A A MCLAUGHLIN

GENERAL SOLICOTR US RAILROAD ADMINISTRATION WASHINGTON DC

HILL & ADAMS STATE SUITS WILL BE FILED ON ALL REMAINING PORTERS CLAIMS UNLESS DISPOSED OF BY TWENTY THIRD SHALL WE WAIVE TWO YEAR LIMITATION IF SUITS WILL BE WITHHELD PLEASE ALSO ADVISE BY WIRE WHETHER YOU APPROVE FILING BILL OF INTERPLEADER AS SUGGESTED MY LETTER SEVENTEENTH PROVIDED WE COMMIT OURSELVES TO NO FURTHER LIABILITY THAN ALREADY AGREED UPON

JAMES F WRIGHT.

SEABOARD AIR LINE RAILWAY COMPANY

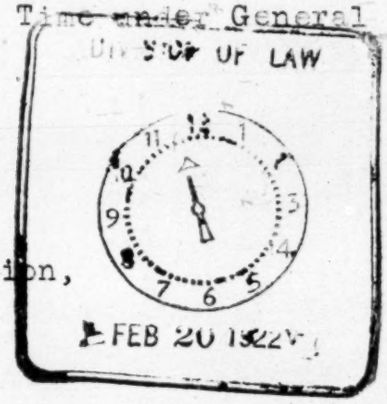
LAW DEPARTMENT

115-2

JAMES F. WRIGHT,
GENERAL SOLICITOR
SMITH R. BRITTINGHAM,
LEAVEN B. PLUMMER,
SOLICITORS.

Norfolk, Va., Feb. 17, 1922.z
A-55367 - F

Train Porters Suits - Back Time ~~under~~ General Order No. 37, Supplement No. 18.



Mr. A. A. McLaughlin,
General Solicitor,
U. S. Railroad Administration,
Washington, D. C.

Dear Sir:

All efforts to bring about an agreement between Hill & Adams and Mr. Long with respect to the disposition of the porters' claims have been unsuccessful. There remain, therefore, two courses of action; either to permit suit to be brought or to file bills of interpleader and deposit the sums agreed upon in court. I am personally in favor of the latter course for the reason that it will not require the Administration's active participation in the cases and will avoid multiplicity of actions necessary if suit is filed and each claim litigated. I understand, however, that you oppose this for the reason that we do not wish to concede anything to be due the porters. It seems to me that as long as we have definitely decided that we are willing to pay these men the amounts agreed upon in the settlement, we would not prejudice ourselves by conceding that amount to be due. Furthermore, we would promptly and finally rid ourselves of these claims. On the other hand, if we permit suit to be brought, we could not hope to bring the matter to a conclusion for many months.

With these considerations before you, I shall be glad if you will advise me whether you still feel that a bill of interpleader is objectionable. Counsel for the claimants are aware that the limitation on actions against the Administration will expire on March 1st, and are prepared to file suit before that date. Consequently, I should appreciate your advising me as promptly as possible. Meanwhile, I am proceeding to settle those claims with respect to which no controversy exists.

Very truly yours,

James F. Wright

General Solicitor.

a.

JOHN L. LONG
ATTORNEY-AT-LAW
MUTUAL BUILDING
RICHMOND, VIRGINIA

115-2

Feb 16, 1922.

Mr. A.A. McLaughlin. General Solicitor,
U.S. Railroad Administration,
18th & Pennsylvania Ave,
Washington, D.C.

Dear Sir,

I am enclosing for your information, a copy of Mr. Wright's letter of February 7th also a copy of my reply thereto.

The proposition referred to in Mr. Wright's letter was that settlement be made with me for fifty percent of the amount of the claims and that settlement be made with Messrs. Hill & Adams for fifty percent of the amount of the claims. This proposition Messrs. Hill & Adams declined to accept.

Very truly yours,

John L. Long per J

February 15, 1922.

Train Porter Cases-Back pay under General Order No. 27, Supplement No. 12.

Mr. James F. Wright,
General Solicitor,
Seaboard Air Line Ry Co.,
Norfolk, Va.
Attention Mr. Abeles.

Dear Sir;

Replying to your letter of February 7th, it seems to me that Messrs. Hill & Adams are attempting to dictate to you and to me in a situation in which they are, from a standpoint of ethics and otherwise, in no position to do so.

I feel that the proposition contained in my letter to you of January 24th was fair to all parties concerned and would involve loss to no one except to those train porters who had assumed the double obligation of fees to two different attorneys. Since Messrs. Hill & Adams decline to agree either to my proposition or to your proposition contained in your letter of the 2nd inst, I do not feel that there is any other proposition thatbwe would be justified in submitting to them.

That brings me to a proposition that I think I have submitted to you before, namely: that you let me have settlement for such of my clients as have furnished me with releases, and from whom Messrs. Hill & Adams have not positive proof of employment. I ask this especially in view of the fact that, relying upon your letter of November 30, 1921, I promised these men prompt settlement, and the fact that prompt settlement has not been forthcoming has created a bad impression, for which I am in no way accountable.

I am giving you an a separate sheet the names of train porters who have furnished me with releases, and for whom I would greatly appreciate your co-operation in enabling me to fulfill my promise of prompt settlement.

Very truly yours,

Copy to
Messrs. Munford, Hunton,
Williams & Anderson,
Richmond, Va.

(copy)

Feb 16, 1922.

Norfolk, Va., Feb. 7, 1922.z
A-55367 - F

Train Porter Suits - Back Time under General Order No. 27, Supplement No. 12.

Mr. John L.Long,
Attorney at Law,
Mutual Building,
Richmond, Va.

Dear Sir:

Since receiving your letter of February 4th, Messrs. Hill & Adams have written me stating that the proposition presented to you in my letter of February 2nd is not satisfactory. They state, however, that they are willing to concede to you the twenty-two claims in connection with which you have received powers of attorney, and im addition thereto, to pay you three hundred dollars in lieu of the fees to which you would be entitled for collecting the remaining claims on an equal division basis. So far as concerns the claims under Supplement No. 12, this would under your contracts, cover claims aggregating three thousand dollars or approximately, I would estimate, fifteen cases in addition to the twenty-two which they are willing to concede to you, making between thirty-five and forty cases handled by you. In addition there may be a few instances in which Hill & Adams have not been employed and these of course, would be settled through you. Will you not advise me whether this proposition is acceptable?

As the settlement of claims under Supplement No. 26 were not made through this office, I do not feel it would be appropriate for me to suggest my method of securing your compensation for these services.

Very truly yours,

General Solicitor.

(copy)

115-2

February 11, 1922

Dear Sir:

I am in receipt of your letter of January 31, 1922, addressed to the Director General, and am taking the matter up with the Vice President of the Southern Railway System.

Very truly yours,

AW/mch

General Solicitor.

Mr. W. W. Holt,
R.F.D. No. 6, Box 1,
Tifton, Georgia.

115-2

February 11, 1922

Dear Sir:

I beg to refer to your letter of January 5, 1922, addressed to Mr. Alvord, relative to claim of Will Holt, Train Porter, Georgia Southern & Florida Railway.

I enclose herewith a copy of another letter, dated January 31, 1922, just received from Mr. Holt. In view of the statements contained in your letter of January 5, we feel that Holt's case should be settled along the lines you suggest, namely, by payment of one-fourth of the difference between the amount actually paid him and what he would have earned between June 1, 1918 and the date instructions were issued that he should discontinue performing any duties as brakeman.

Very truly yours,

General Solicitor.

AW/meh

Mr. H. W. Miller,
Vice President,
Southern Railway System,
Washington, D. C.

Form G-19

FILE NO. 115-2

UNITED STATES RAILROAD ADMINISTRATION

DIRECTOR GENERAL OF RAILROADS

SUBJECT:

February 9, 1922.

MEMORANDUM for Mr. McLaughlin:

Relative to my memorandum of January 10th to yourself concerning claim of W.W. Holt, train porter, Georgia and Florida Railway:

Next attached you will find another letter from this employee relative to the case in question, which may have some bearing on the handling of this matter.

E.M. Alvord.

Tifton. Ga. 166576
January. 31st 1922

DIRECTOR GENERAL OF RAILROADS
FEB 3 1922

Mr. James. C. Davis.
Director. General. of. U.S. R.R.

Dear Sir

I wrote you sometime a go. Inregards. of the Back Pay. that Due We. Porters. from. Jan- the 1ist 1918. to May the 2nd-1919 Whiles performing duties as Passengers train Brakeman. on the G.S.+F. R.R. under the ~~Govement~~ Control of Roads. We did the Same Duties as the Passengers train Flagmans. but fail to get the Same Pay as Supplement #12. to General Order #27. Artile 6. Mr Davis. Pass told that those Check have

been sent out to we Porters On the G.S.&F. R.R. Over a year ago. & they are held up for some Cause. Mr. Davis & would be very glad if you would Investigate this Case. Mr. Davis. & Appeal to you For Protection in the behalf of We. Porters. we work all doing of the War time, for Little a Nothing. When other Rail Road Employee. was getting Whal- Supplement #12. to General order #27 give them working in the Da Capacity. but the Poor Passenger train Brakeman. Colored there Was taken from. those on the G.S.&F R.R.

For some cause. i dont know
Why.

Hoping to here from you
at an Early date.

Your truly
H. H. Holt
R. F. D. 6, Box. 1.
Tifton Ga.

GULF, MOBILE AND NORTHERN RAILROAD COMPANY
MERIDIAN AND MEMPHIS RAILWAY COMPANY

LEGAL DEPARTMENT

J. C. RICH,
GENERAL SOLICITOR

MOBILE, ALABAMA

FEB 8 1922

115-2

Feb. 6, 1922.

Mr. A. A. McLaughlin, General Solicitor,
United States Administration,
Washington, D.C.

Dear Sir:-

Referring to yours of recent date relating to claims of colored porters for back time, I have to say that this matter was referred to the Vice-President & General Manager of the Gulf, Mobile & Northern Railroad Company with the request that it be checked up in order that you might be fully informed. This I will have as early as possible.

I am taking the matter up again with the Management.

Yours very truly,

J. C. Rich

Southern Railway System

Law Department

1300 Pennsylvania Avenue

Washington, D.C.

115-2

L.E.JEFFRIES,
VICE-PRESIDENT & GENERAL COUNSEL.
S.R.PRINCE,
GENERAL SOLICITOR.
CHARLES CLARK,
SOLICITOR.

February 3 1922-t.

26314
FEB 4 1922

Mr.A.A.McLaughlin,
General Solicitor,
Washington, DD. C.

Dear Sir:-

I beg to acknowledge receipt of your letter of January 31, enclosing copy of letter from Monk Norwood concerning his claim for $402.56, back pay.

Public Voucher was sent the Administration on January 20th. The check to be issued will be in my favor and shall be endorsed payable to Monk Norwood. If he insists on repudiating it, it shall be returned for cancellation.

Very truly yours,

A.A. Prince
General Solicitor.
C.L.

February 3, 1922

Mr. S. H. Prince, General Solicitor,
Southern Railway Co.,
Washington, D. C.

Dear Sir:

Enclosed herewith you will find checks drawn on the Treasurer of the United States in your favor in payment of final judgment in the following cases:

	Check No.	Amount
Susie Ayres	8061	$105.45
Harvey Chair Company	8064	172.80
Mrs. Robert W. Peray	8065	2,289.75
Walter Sims	8063	58.45
Ed Wright	8062	11.09
Monk Norwood	8065	120.44

You will please furnish this office with legally sufficient evidence of satisfaction of the above judgments in accordance with Law Division circular No. 22 (Revised) Paragraph 6.

Yours very truly,

LM:tad

General Solicitor

JOHN L. LONG
ATTORNEY-AT-LAW
MUTUAL BUILDING
RICHMOND, VIRGINIA

January 30, 1922.

115-2

Train Porter Cases - Back Time under General Order 27, Supplement 12.

Mr. James F. Wright,
General Solicitor,
Seaboard Air Line Ry Co.,
Norfolk, Va.
Attention of Mr. Abeles.
D
Dear Sir;

Copy of your letter of the 28th inst. to Mr. A.A. McLaughlin, General Solicitor, U. S. Railroad Administration, Washington, D. C., reached me this morning, for which I thank you.

Your letter to Mr. McLaughlin fails to state a provision of my contract with the train porters, important to me, namely, that the train porters shall bear the expenses of the case. These expenses have been large, necessarily, by reason of the extensive negotiations during a period of nearly two years since the date of my contracts with the train porters, April 22, 1920, with which expenses they are now considerably in arrears. Any arrangement that would leave out of consideration that feature of my contract would be manifestly unfair to me.

Your suggestion, "If the claimants are willing to execute releases in full upon receipt of one-half of the amount due them", leaves it to the train porter who has employed both attorneys to say whether he will pay the double obligation he has assumed, and I do not understand that such was Mr. McLaughlin's intention, as expressed in my conference with him January 17, 1922.

I think there should be no controversy over those of my clients with whom Messrs. Hill & Adams cannot show contracts of employment, and I would very much appreciate your cooperation in making a prompt settlement with such of them as have furnished me with releases. Please add S.B.Fair and Walter Higgins to the list of those who have furnished releases.

Very truly yours,

CC-Mr.A.A.McLaughlin,
General Solicitor,
U.S.RRAdministration,
Washington, D.C.

CC-Messrs. Munford, Hunton,
Williams & Anderson,
Richmond, Va.

Train Porter Suits.

January 31, 1922.
115-2

--

Dear Sir:

I acknowledge receipt of your favor of the 28th inst. in reference to adjustment of above claims.

It will be satisfactory to the Railroad Administration for you to adopt any plan for the disposition of these claims that will insure the Administration against payment of more than the amount contemplated in the proposed settlement. If you can accomplish that result by the method proposed in your letter, same will be very satisfactory to us.

Respectfully yours,

AAM:MW

General Solicitor.

Mr. Jas. F. Wright, General Solicitor,
Seaboard Air Line Railroad Co.,
Norfolk, Virginia.

Copy: Mr. John L. Long,
Attorney,
Mutual Bldg.,
Richmond, Va.

January 31, 1922.

Dear Sir:

I hand you herewith copy of letter dated January 6, 1922 and signed by Mock Norwood. This should have been forwarded to you sooner, but same has been overlooked.

Very truly yours,

AAM:MW

General Solicitor.

Mr. S. R. Prince, General Solicitor,
Southern Railroad System,
Washington, D. C.

1/31 – 10 a.m. Returned letter read over phone to Mr. Clark

JOHN L. LONG
ATTORNEY-AT-LAW
MUTUAL BUILDING
RICHMOND, VIRGINIA

115-2

January 27, 1922.

Mr. A. M. McLaughlin, General Solicitor,
18th & Pennsylvania Ave,
Washington, D.C.

Dear Sir,

I desire to acknowledge receipt of your letter of January 26th to Mr. William B. Mcilwaine Virginia Counsel - Atlantic Coast Line Railroad Company, for which please accept thanks.

very truly yours,

John L. Long.

I am also enclosing copy of my letter of January 24th to Mr. James F. Wright, General Solicitor of the Seaboard.

JOHN L. LONG
ATTORNEY-AT-LAW
MUTUAL BUILDING
RICHMOND, VIRGINIA

January 24, 1922.

Train Porter Claims - Back Time under General Order 27, Supplement No. 12.

Mr. James F. Wright,
General Solicitor S A L Ry,
Norfolk, Va.
Attention Mr. Abeles.

Dear Sir;

The copy of your letter of January 20, 1922, to Messrs. Hill & Adams, which you sent me was duly received.

I saw Mr. McLaughlin on this train porter situation January 17th and of the several plans discussed by him and me for a way out of this situation, the only one that seemed to offer a solution was this: Those train porters who have employed both Messrs. Hill & Adams and myself should pay both; those who have employed me only should, of course, pay only me; those who have employed Messrs. Hill & Adams only, should pay them only. I think Mr. McLaughlin will confirm me in saying that this would be satisfactory to him.

Next as to proof of employment: Under date of January 5, 1921, I gave you a list of fifty seven (57) train porters of the Seaboard whom I was representing at that time; on January 7, 1921, I gave you an additional list of fourteen (14) Seaboard train porters who had applied to me to represent them in the matter of this claim; on February 16, 1921, my record shows that twenty six (26) additional train porters had applied to me to represent them in this matter; application from seven (7) additional reached me under date of March 4, 1921, and from five (5) others subsequently to that latter date, making a total of ninety nine (99). Under date of January 11, 1922, at their request, I furnished to Messrs. Munford, Hunton, Williams & Anderson, District Counsel of the Seaboard, the facts connected with my employment by these men and have also submitted to them proofs of my employment in the cases of eighty one (81) of the ninety nine (99), and of the remaining eighteen (18), their status given in my statement of January 11, 1922, referred to above, several, with knowledge of my efforts in that behalf, accepted payments of back pay due them under Supplement No. 26, and have not paid me for that service.

JOHN L. LONG
ATTORNEY-AT-LAW
MUTUAL BUILDING
RICHMOND, VIRGINIA

What I propose is that my list of ninety nine (99) train porters be taken, eliminate O. E. Crump from consideration and that Messrs. Hill & Adams submit proofs of their employment by any of those remaining ninety eight (98) train porters, and, in the cases of such of them as their proofs are satisfactory, settlement be made with them or with me,,and that the attorney with whom the settlement is made pay or secure to be paid, before settlement, the fees of the others to which his proofs may show that he is entitled. In the remainder of these ninety eight (98) cases, if any, I would ask that settlement be made with me for those of them from whom I could secure proper releases, Messrs. Hill & Adams not to be given the opportunity to enter into competition with me in securing releases.

SEABOARD AIR LINE RAILWAY COMPANY

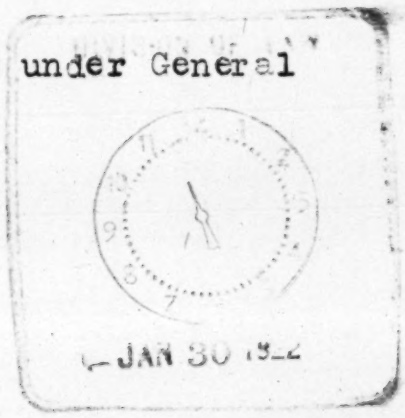
LAW DEPARTMENT

JAMES F. WRIGHT,
GENERAL SOLICITOR
SMITH R. BRITTINGHAM,
LEAVEN B. PLUMMER,
SOLICITORS.

115-2

Norfolk, Va., Jan. 28, 1922.z
A-55367 - F

Train Porters Suits - Back Time under General Order 27, Supplement No. 12.



Mr. A. A. McLaughlin,
General Solicitor,
U. S. Railroad Administration,
Washington, D. C.

Dear Sir:

I have just received a letter from Mr. Long proposing that the difficulty with respect to the settlement of the porters' claims arising out of the controversy between himself and Hill & Adams can be obviated by paying to either of the attorneys the sums due under the settlement, the attorney with whom the settlement is made paying or securing the payment of such fees as the other can show that he is entitled to. I do not think that any disposition of these claims which requires the Administration to part with the sums which would be due both Mr. Long and Hill & Adams should be made unless and until entire agreement is reached between them as to their respective rights.

Mr. Long's proposal, however, suggests to me that we might pursue the following course: Mr. Long's contracts call for a fee of ten per cent, Hill & Adams' for a fee of forty per cent of the amounts collected. It thus appears that the claimants, if both attorneys are entitled to the fees contracted for, will eventually receive fifty per cent of the amount found to be due them under the settlement agreed upon. If the claimants are willing to execute releases in full upon receipt of one-half of the amount due them, it would be immaterial to the Administration through whom the payment was made for the reason that we would still retain an amount sufficient to pay the fees of both attorneys in full. The attorneys could then take such steps as they desired to establish their rights, the Administration acting merely

as stake-holder until they did so. If it eventually developed that only one of the attorneys was entitled to the fee, the remainder of the fifty per cent retained by the Administration could be paid to the porters direct.

Will you kindly advise me whether, if this plan can be carried out, it would meet with your approval?

Very truly yours,

James F. Wright

General Solicitor.

a.

CC-Mr. John L. Long,
Mutual Building,
Richmond, Va.

CC-Messrs. Munford, Hunton, Williams & Anderson,
District Counsel,
Richmond, Va.

January 27, 1922
115-2

for Mr. Porteous

I hand you herewith properly executed vouchers and certified copy of final judgment in the case of Monk Norwood vs. James C. Davis, Director General.

You will please have check in the sum of $120.44 drawn in favor of S. R. Prince, General Solicitor, Southern Railway Co., in payment of the above judgment.

LM:tad

General Solicitor

Feb D.J. #30

Southern Railway System

Law Department

1300 Pennsylvania Avenue

Washington, D.C., January 24, 1922 - hms.

115-2

L.E.JEFFRIES,
VICE-PRESIDENT & GENERAL COUNSEL.
S.R.PRINCE,
GENERAL SOLICITOR.
H.OB.COOPER,
GENERAL ATTORNEY.

JAN 25 1922

Mr. A. A. Mc Laughlin, General Solicitor,
United States Railroad Administration,
Washington, D.C.

Dear Sir:-

In accordance with circular No 22 revised I enclose you herewith the following public vouchers:

Monk Norwood	$120.44
Harvey Chair Co.	172.90
Joseph Newberger	920.45
Susie Ayres	105.45
Walter Sims	58.45

Kindly let me have checks to cover.

Yours very truly

S. R. Prince

General Solicitor.

January 26, 1922.
115-2

Colored train porter claims.

--

Dear Sir:

I acknowledge receipt of your favor of the 24th inst. with copy of Mr. Long's letter of the 20th. In the cases in which the claimant has died, I think there should be an administrator appointed and the usual procedure had for procuring authority from the Court to settle a claim in behalf of the decedent's estate. In other words, if it is usual for the administrator to get authority in Court authorizing settlement and the giving of a release, I think such procedure should be followed.

Respectfully yours,

AAM:MW

General Solicitor.

Mr. William B. McIlwaine,
Virginia Counsel - Atlantic Coast Line Railroad Company,
Petersburg, Virginia.

Cy to:

Mr. John L. Long,
Attorney at Law,
Richmond, Va.

ATLANTIC COAST LINE RAILROAD COMPANY

WM. B. McILWAINE,
VIRGINIA COUNSEL

LEGAL DEPARTMENT

1152

PETERSBURG, VA. January 24, 1922.

Mr. A. A. McLaughlin, General Solicitor,
United States Railroad Administration,
Washington, D. C.

JAN 25 1922

Dear Sir:

In arranging for settlement of the train porter cases, I have instructed our Local Counsel at Richmond, Mr. Edwin P. Cox, not to give drafts on our Treasurer for any of them for which he did not get proper receipt or proper release, or both; and, as Mr. Jno. L. Long has written Mr. Cox, as of the 20th instant, in relation to certain of these cases, I am enclosing herewith copy of Mr. Long's letter for further instructions.

Please let me hear from you at your early convenience, and oblige,

Very truly yours,

Wm. B. McIlwaine

Enclosure.

Wm. B. McIlwaine,
Virginia Counsel.

--Copy--

JOHN L. LONG
ATTORNEY-AT-LAW
MUTUAL BUILDING
RICHMOND, VIRGINIA January 20, 1922.

Train Porter Cases:
A. C. L. RR.

Mr. Edwin P. Cox,
Local Counsel, A.C.L.RR.
American National Bank Bldg,
Richmond, Va.

Dear Sir;

In regard to such of my clients as have died pending the negotiations for settlement, it is my feeling that Mr.A.A.McLaughlin, General Solicitor to the Director General, intends that the personal representative of the deceased claimant be given the benefit of the settlement. I trust that application to Mr.McLaughlin will confirm my view.

As to whether Mr. McLaughlin will require that releases be executed by a duly qualified administrator, or will rule that a release by the widow or next of kin, with due proof of the death and of the relationship of the person executing the release, will be sufficient, I am not prepared to say. It might be helpful in this connection to state that in the settlement secured by me in February, 1920, from the R.F.& P.RR., the widow of one of the train porters who had died was included in the settlement and her release accepted without the requirement of having her qualify as administrator.

In the case of the following men, I think there is no doubt as to the fact of death:

Sam Jones,	$269.52	R.R.Robinson,	$199.44
Warren Montgomery,	31.34	Sherman Sanders,	138.22
Frank Parker,	194.64	A.D.Taylor,	199.80
		D.Truitt,	167.80

a total of $1200.76, and I would thank you to let me know as promptly as possible what will be required in these cases.

I will continue my efforts to secure releases from the following and to clear up the doubt as to whether Ike King and Lucius Siples are still living:

Ben Anthony,	$ 3.90	Gus McGill,	$169.07
Jim Dixon,	116.12	Joe Norwood,	131.99
Ike King,	72.84	Dolphus Seymour	1.73
John Lee,	3.49	Lucius Siples	24.89
		Frank Wright	77.42

a total of $601.45.

Very truly yours,

(Signed) John L. Long.

115-2

January 25, 1922

Dear Sir:

I am in receipt of your letter of January 19, 1922, relative to train porter back time claims. It will be agreeable to this office if you make settlements along the lines of those heretofore made by you, and as suggested in your letter of the 19th. However, if there are any claims which in your opinion lack merit and would not justify such a settlement, it is suggested that settlements be declined in such instances, inasmuch as it is now so near March 1, 1922, that claimant probably would not file an action within the statutory period.

Very truly yours,

AW /meh

General Solicitor.

Mr. Edward Colston,
General Solicitor,
Southern Railway System,
Cincinnati, Ohio.

SEABOARD AIR LINE RAILWAY COMPANY

LAW DEPARTMENT

JAMES F. WRIGHT,
GENERAL SOLICITOR
SMITH R. BRITTINGHAM,
LEAVEN B. PLUMMER,
SOLICITORS.

115-2

Norfolk, Va., Jan. 20, 1922.
A-55367 - F

DIVISION OF LAW
JAN 23 1922

Train Porters Suits - Back Time under General Order 27, Supplement No. 12.

Mr. A. A. McLaughlin,
General Solicitor,
U. S. Railroad Administration,
Washington, D. C.

Dear Sir:

I am in receipt of your letter of January 18th, advising the result of your conference with Mr. Long. The delay in the disposition of the settlement of these cases is to be regretted but, as you doubtless understand, has been unavoidable. Ever since the controversy between Mr. Long and Hill & Adams was called to my attention, I have been endeavoring to effect an agreement between them, but without success. I agree with you that it would be unwise to settle any of the cases unless there is entire harmony between all parties interested; and I shall be guided by your instructions that unless this can be accomplished we should allow suit to be brought. I shall keep you advised of further developments.

Very truly yours,

James F. Wright.

General Solicitor.

a.

E M

Southern Railway System

Law Department.

Cincinnati, Ohio

115-2

EDWARD COLSTON,
GENERAL SOLICITOR.
GEORGE HOADLY,
ASSISTANT GENERAL SOLICITOR.

DIVISION OF LAW
JAN 21 1922

January 19, 1922.

Train Porters - Back Time.

Mr. A. A. McLaughlin,
General Solicitor US RR Administration,
Washington, D. C.

Dear Sir:

Referring to my letter to Mr Shea of September 22, 1921, answered by you under date of October 1, 1921.

I have now had presented to me the claims of twelve train porters on the C N O & T P RR for back pay. Similar claims have heretofore been settled by your authority on the basis of twenty-five percent. of the difference between what they would have earned as train porters and what they would have earned as brakemen between June 1, 1918 and July 24, 1919.

I have had the claims figured up with reference to these men and find there is a substantial difference and I now recommend that you authorize me to settle these claims on the basis heretofore adopted.

Yours very truly,

Edward Colston

General Solicitor.

115-2

January 18, 1922.

Train Porter Suits.

—

Dear Sir:

I had a call from Mr. Long on yesterday afternoon in which he called to my attention the complications that have arisen interfering with the adjustment of claims of the porters which he claims to represent and who are claimed to have also employed the firm of Hill & Adams of Atlanta.

Mr. Long suggested a number of methods which he thought might be adopted for disposing of the claims, neither of which involved the agreement of all of the parties in interest. I advised him that I would not approve any disposition of the claims about which a controversy exists unless Mr. Long, Hill & Adams and the claimant would all agree thereto. I advised him I would prefer that the claimants be permitted to bring suit and let the attorneys in interest protect themselves as the law may authorize. There is, of course, no reason why an adjustment should not be completed in all claims where there is no conflict between the attorneys. Mr. Long suggested, among other things, the filing of a bill of interpleader, but I advised him we did not wish to concede that we owed

anybody anything, and aside from the difficulty of acquiring jurisdiction of all the parties, it did not seem to me wise to make any concession by bringing a suit that these porters are entitled to recover anything from the Railroad Administration. While I very much desire the early disposition of these claims, I do not believe we should make an adjustment that will involve us in a lawsuit with either set of attorneys.

Respectfully yours,

AAM:MW

General Solicitor.

Mr. James F. Wright,
General Solicitor,
Seaboard Air Line Railway Co.,
Norfolk, Va.

Form G-84

TELEGRAM

UNITED STATES RAILROAD ADMINISTRATION

DIRECTOR GENERAL OF RAILROADS

DIRECTOR GENERAL OF RAILROADS 1918

John L. Long, Attorney
Mutual Building.
Richmond, Va.

SENT FROM: January 14, 1922

Inconvenient for me to see you Monday afternoon Can see you Tuesday.

A. A. McLaughlin.

OFFICIAL BUSINESS.
GOVERNMENT RATES.
CHARGE DIRECTOR GENERAL OF RAILROADS. DIVISION LAW

2—9676

JOHN L. LONG
ATTORNEY-AT-LAW
MUTUAL BUILDING
RICHMOND, VIRGINIA

115-2

January 12, 1922.

M. A. A. McLaughlin,
General Solicitor U. S. R.R. Administration,
Washington, D. C.

Dear Sir;

May I see you Monday afternoon, January 16th?

If you expect to be away from Washington on that date, please let me know the earliest date thereafter that I may see you at your office.

Very truly yours,
John L. Long.

Form G-19

DIVISION OF LAW

UNITED STATES RAILROAD ADMINISTRATION

DIRECTOR GENERAL OF RAILROADS

115-2

SUBJECT:

January 10, 1922.

JAN 11 1922

MEMORANDUM for Mr. McLaughlin:

Enclosed herewith please find letter dated January fifth from H. W. Miller, Vice President of the Southern Railway System, relative to claim of Will Holt, train porter on the Georgia and Florida Railway.

This is referred to you with the suggestion that it take the same course as previous claims of this kind.

E.M. Alvord.

165659

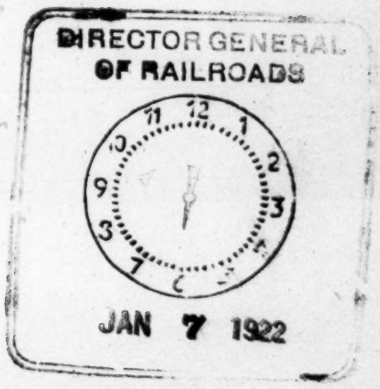
Southern Railway System

Office of Vice President

1300 Pennsylvania Avenue
Washington, D.C.

H.W. MILLER,
VICE PRESIDENT.

January 5, 1922. ct



Mr. E. M. Alvord,
Assistant to Director General,
United States Railroad Administration,
Washington, D.C.

Dear Sir:-

Your letter October 26th in regard to claim of Will Holt, Train Porter, Georgia Southern and Florida Railway.

In our opinion this man's claim is not different from the claims filed by many of the train porters on our lines.

All of these porters were paid in accordance with our understanding of the wage orders issued by the Railroad Administration, but many of them made claim for brakeman's wages under Supplement No. 12 to General Order No. 27 on account of the duties required of them by the other members of the train crew, as outlined in attached copy of letter from former Federal Manager Coapman, addressed to Mr. H. H. Reed, Special Assistant to the Director, Division of Operation, under date of October 13, 1919, and in a number of cases brought suit for the difference between the porter's and the brakeman's rate. A large number of these suits, as well as other claims presented subsequent to their being instituted, have been settled by our Claim Department, upon authority of the Law Department of the Railroad Administration, for one-fourth of the difference between the amount actually paid the men and what they would have earned between June 1, 1918, and the date instructions were issued that porters discontinue performing any of the duties of brakeman.

Mr. J. A. Franklin, former Assistant Director, Division of Labor, advised in his letter of May 17, 1919, file E-38-11-a, addressed to Mr. Coapman, that Holt claimed to have been instructed on May 1, 1919, to discontinue performing brakeman's duties.

You may desire to give Holt's claim consideration along the lines outlined above as having been used for the settlement of suits and other claims of this character, and for this reason I am advising that between June 1, 1918 and May 1, 1919, he was paid $895.35 while he would have earned $1166.15 during the same period had Supplement No. 12 been in effect.

Yours truly,

E W Miller
JR

Vice President.

October 13, 1919. c.

Mr. H. H. Reed,
Special Assistant to the Director,
Division of Operation, US RR Administration,
Washington, D. C.

Dear Sir:

Replying to your letter of October 3, with respect to petition filed with the Division of Labor by colored porters in regard to question of pay, it being represented that they are entitled to receive brakemen's compensation.

Under date of April 7, the Director, Division of Operation, wrote the following to the Regional Directors, who in turn transmitted it to the Federal Managers, constituting, as we understood it, an interpretation of Supplement 12 to General Order 27:

> "The intent of this Supplement is to require the payment of the brakemen's rate whenever the brakemen's duties are performed by the train porter. The Supplement plainly states that it shall not curtail the duties of the employes heretofore classed as 'train porters', so that there should be no question about these employes continuing to perform the train porter's work even though paid the brakemen's rate.
>
> "It has been understood in certain regions that on trains having white brakemen or white flagmen and a negro porter, the porter should be paid only the porter's rates. This is proper providing the porter is not required to perform <u>any</u> of the duties of a brakeman. If he is required by orders of the management to perform the duties of a brakeman, notwithstanding there may be other brakemen or flagmen on a train, he should be paid the brakemen's rates.
>
> "In order to clearly cover the matter and avoid improper claims under this rule, instructions limiting the duties of train porters on trains where white flagmen or white brakemen are employed should be issued so that it will be clearly understood that the colored porter is not required to perform any of the duties of brakemen or flagmen. The

instructions should be carefully worded so as to not relieve colored porters of the duty in flagging in an emergency or when the safety of the train requires that they do it.

With regard to the first paragraph of the above quoted letter, will state the train porters on Southern Railroad have never performed the duties of a brakeman. It is true that they have opened and closed switches, but this was manual work performed under instructions of and in the presence of the engineer, the conductor or the flagman, the train porter himself never being allowed to do this unattended.

We are carrying out the intent of the second paragraph of the above quoted letter, in that on trains having a white brakeman or white flagman and a negro porter, the porter is paid only the porter's rate. We have always done this and continued doing so because the porter was never required by orders of the management to perform the duties of a brakeman.

With respect to the third paragraph. We issued instructions limiting the duties of train porters to such duties only. We did this under instructions, which at the time, and because of our policy, were not deemed necessary. The effect of carrying out instructions contained in the third paragraph has been a demand upon the part of the trainmen for an additional brakeman on each train.

Yours truly,

Federal Manager.

Form G-19

FILE NO. 115-2

UNITED STATES RAILROAD ADMINISTRATION

DIRECTOR GENERAL OF RAILROADS

SUBJECT:

January 10, 1922.

DIVISION OF LAW
JAN 11 1922

MEMORANDUM for Mr. A.A. McLaughlin:

Enclosed herewith please find letter dated January sixth from Monk Norwood, relative to his claim for $402.56 against the Railroad Administration and Southern Railway Company for back pay for services rendered as passenger train brakeman on the Southern Railroad.

This is referred to you for such attention as you deem necessary.

E.M. Alvord.

165685

Birmingham, Alabama.

January 6, 1922.

DIRECTOR GENERAL OF RAILROADS
JAN 9 1922

Mr. John Barton Payne,
Director General of Railroads,
Washington, D. C.

Dear Sir:-

Mr. Frank S. Andress informs me that he has taken a judgment for me for $100.00 in the matter of my claim of $402.56 against the Railroad Administration and the Southern Railroad Company for back pay for 1918 and a part of 1919 up to October 30th, 1919, rendered for services as passenger train brakeman on the Southern Railway Company between Atlanta, Georga, and Columbus, Miss.

I have informed him that I am not willing to accept pay for such reduced amount and that I claim the whole amount due me in to wit. the sum of $402.56. Please accept notice of same and of my intention to push my claim for the full amount. Mr. Andress had no authority to make such compromise settlement for me and I hereby repudiate the same.

Please let me hear from you in regard to the above.

Yours very truly,

W M Norwood

January 5, 1922.
115-2

Claims of colored porters for back pay.

Dear Sir:

I am enclosing herewith copy of letter dated January 2, 1922, signed by Mr. Frank W. Smith, Attorney at Birmingham, Ala., presenting claims for back pay of certain parties named therein, alleged to have been employed by the Gulf, Mobile & Northern Railroad Company and Meridian & Memphis Railway Company as porters during Federal control. He claims they were entitled to compensation as brakemen but were paid as porters. If these men actually performed brakemen's duties and were not paid upon that basis, we will be willing to settle their claims by the payment of 25% of the difference between the wages they received and the wages they would have received had they been paid as brakemen. Before passing upon the matter, however, I will be glad to be advised as to which, if either, of these men actually performed brakemen's duties, the time during which they performed such duties, the amounts they were paid, and the amounts they would have been paid had they been paid as brakemen during the time they performed brakemen's duties. I will also be glad to have your advice as to whether you approve of settlement on the terms proposed. I am enclosing copy of my letter replying to Mr. Smith.

Respectfully yours,

AAM:W
Mr. J. C. Rich, General Solicitor,
Gulf, Mobile & Northern RR Co.,
Mobile, Ala.

General Solicitor.

Claims of colored porters for back pay.

January 5, 1922.
115-2

Dear Sir:

I acknowledge receipt of your favor of the 2nd inst. in reference to claims of certain parties who claim to have been employed as porters on the Gulf, Mobile & Northern Railroad Company and Meridian and Memphis Railway Company during Federal Control.

I understand they claimed to have performed brakeman's duties, but were not paid upon that basis, and they are now making claim for back pay. I am requesting a report as to the facts with regard to each party and upon receipt of same will advise you further.

I am returning herewith letter of Mr. Rich dated November 29, 1921 transmitted with your letter.

Respectfully yours,

General Solicitor.

AAM:MW

Mr. Frank W. Smith,
Attorney at Law,
Birmingham, Ala.

FRANK W. SMITH
ATTORNEY AND COUNSELLOR AT LAW
FIRST NATIONAL BANK BLDG.
BIRMINGHAM, ALA.

115-V

January 2nd 1922.

JAN 4 1922

HON. A. A. McLAUGHLIN,
Genl. Solicitor U.S.Railroad Administration,
Washington, D. C.

My dear sir:-

I have been retained by a number of the passenger train porters on the Gulf, Mobile & Northern Railroad and the Meridian & Memphis Railway to collect the back-wages due them from June 1st 1918, to July 24th 1919, had Supplement No. 12 to General Order No 27 of the U S Railroad Administration been applied to them between said dates.

I have already had some correspondence with Hon. J. C. Rich, General Solicitor for said Companies, at Mobile, Alabama, and, as you will observe from the original of his of November 29th 1921, which I enclose herewith, he now suggests that I take the matter up direct with the Administration at Washington. And, as I have just been advised by Mr. Larz A. Jones, President & General Manager of the Alabama & Vicksburg Rwy Company and the Vicksburg, Shreveport & Pacific Railway Company, of New Orleans, with whom I have had up the same matter for porters on those roads, that he has just been authorized by you to now pay such claims, I am addressing this letter to you.

The names of my clients, who are porters on the first two named railroads, are: J. D. McElroy, J. E. Nicholson, Ike Beasley, Jesse Maxwell, A. W. Saunders, John Baker, Mat Calhoun and Robert Green. If you desire any further information, advise me, and I will endeavor to supply the same.

I will greatly appreciate your kindness if you will send their pay-checks direct to me, for delivery to them, making them payable to them, however, and not to me.

Thanking you for your kindness and promptness in this matter; and asking that you return to me Mr. Rich's letter when it has served its purpose, I am,

Yours very truly,

Enclosure.
fws-a-

Frank W. Smith

[redacted]

OFFICE OF VICE-PRESIDENT AND GENERAL COUNSEL

GEORGE B. ELLIOTT,
VICE-PRESIDENT
AND GENERAL COUNSEL.

WILMINGTON, N.C. December 31, 1921.

115.2

- Train Porter Cases -

Mr. Wm. B. McIlwaine,
Virginia Counsel,
Petersburg, Va..

JAN 3 1922

Dear Sir:-

Your letter of the 21st:

I have had the matter up further with the Railroad Administration. They desire that we make vouchers in settlement of these claims here in Wilmington, the money to come from the Trustee Fund held here for account of the Administration. He also advises that it will be satisfactory to settle with the 93 men from whom Mr. Long now holds receipts, and that the remaining twenty-four can be settled with as proper receipts come in.

If, therefore, you will have Mr. Cox take proper receipts, you can make settlement by draft on John T. Reid, Treasurer, payable out of the Trustee fund held for the United States Government. Please have my office notified of these drafts as they are made so that Mr. Reid can be instructed in regard to the payment and as to the proper charge to be made.

Yours very truly,

(S) GEO. B. ELLIOTT

Vice President and Gen. Co

Copy to-
Mr. A. A. McLaughlin,
Gen Solicitor, U.S.R.R.A.,
Washington, D .C.
Mr. John T. Reid, Treasurer.
Mr. C. E. Saint Amand, Chief Claims Attorney.

December 28, 1921.
115-2

Train Porter Cases.

Dear Sir:

I have your favor of the 23rd inst. with copy of letter of Mr. Cox, Local Counsel at Richmond.

I note that Mr. Long now has receipts from 93 of his clients listed in the roll furnished the railroad company; also that he is making claim for 24 others. It will be satisfactory to adjust with the 24 on the same basis as with those in the original list.

With reference to issuing vouchers from this office, we very much prefer to deposit the money necessary in your trustee account and have your representatives draw vouchers on that account. We are at this time vouchering the claims growing out of the Minnesota Forest fires of October 1918 and our regular forces are very much crowded with the work. There are 10,000 of these claims which we are settling and we are getting out from 20 to 30 vouchers a day, which is in addition to the work the force is organized to handle. If you insist, we will of course issue the vouchers in these cases from this office after you have furnished us a list of those to whom vouchers should be issued, with the amounts payable to each, but in view of the situation, unless you

have very substantial reasons. I trust you will arrange to handle the matter through your trustee account.

Respectfully yours,

AAM:MW

General Solicitor.

Mr. Geo. B. Elliott,
Vice President and General Counsel,
Atlantic Coast Line Railroad Co.,
Wilmington, N. C.

[redacted]

OFFICE OF VICE-PRESIDENT AND GENERAL COUNSEL

115-2

GEORGE B. ELLIOTT,
VICE-PRESIDENT
AND GENERAL COUNSEL.

WILMINGTON, N.C. December 23, 1921. en

- Train Porter Cases -

DEC 27 1921

Mr. A. A. McLaughlin, General Solicitor,
United States Railroad Administration,
Washington, D.C..

Dear Sir:-

Please note the attached inquiry from Local Counsel Cox, who is handling this settlement with Attorney Long for the train porters. Kindly advise me your wishes; also will you at this time advise me if we can have these vouchers made up in Washington. I hope you will be able to do this.

Yours very truly,

Geo. B. Elliott

Vice President and General Counsel.

Copy to-
Mr. Wm. B. McIlwaine,
Virginia Counsel.

Richmond, Virginia
December 21, 1921.

Re: Train Porter Cases.

Hon. Wm. B. McIlwaine,
Virginia Counsel,
Petersburg, Va.

Dear Sir:-

Mr. Long, who represents the train porters in the above case, is now in my office. The roll as furnished by the Railroad Company contains 112 names. Of these 112 Mr. Long has receipts for 93. In addition to these 112 names he is making claims for 24 others. He desires to know whether if he forwards the receipts for the 93 that he has on hand the Company will issue vouchers for these 93 and then from time to time issue vouchers for the additional 19 as the receipts are received by him.

Will you not kindly take this up and let me know how to proceed further in this matter.

Yours truly,

Edwin P. Cox,

Local Counsel.

COPY

ALABAMA & VICKSBURG RAILWAY COMPANY
VICKSBURG, SHREVEPORT & PACIFIC RAILWAY COMPANY

QUEEN & CRESCENT BUILDING

LARZ A. JONES
PRESIDENT AND GENERAL MANAGER

NEW ORLEANS, LA., Dec. 20th, 1921.

REFER TO FILE 280-291.

DEC 23 1921

115-2

A. A. Mc Laughlin, Esq., General Solicitor,
Division of Law, U. S. R. R. Administration,
Washington, D. C.

Dear Sir:-

I beg to acknowledge receipt of your File 115-2 of the 15th inst., covering the train porter cases, and will at once take up the matter and arrange a settlement.

Yours truly,

Pres. & Gen'l. Mgr.

B -

December 15, 1921.
115-2

Train Porter Cases.

Dear Sir:

Replying to your favor of the 8th inst. in reference to above matter, you are advised that in my letter of December 5th it was my purpose to authorise adjustment of claims of all porters who from time to time performed brakeman's duties, by paying 25% of the difference between the prescribed wage for brakemen and the amount actually paid. It was not my purpose that an investigation should be made as to each trip.

Respectfully yours,

AAM:MW

General Solicitor.

Mr. Lamar A. Jones,
President and General Manager,
Alabama & Vicksburg Ry Co.,
New Orleans, La.

ALABAMA & VICKSBURG RAILWAY COMPANY
VICKSBURG, SHREVEPORT & PACIFIC RAILWAY COMPANY

QUEEN & CRESCENT BUILDING

LARZ A. JONES
PRESIDENT AND GENERAL MANAGER

NEW ORLEANS, LA., Dec. 8th, 1921.

REFER TO FILE 280-291.

115-2

DIVISION OF LAW
DEC 12 1921

A. A. Mc Laughlin, Esq., General Solicitor,
Division of Law, U. S. R. R. Administration,
Washington, D. C.

Dear Sir:-

With reference to your letter of December 5th, 115-2, File 28-291, regarding claim of colored brakemen for additional wages, I am not quite clear that I follow your ruling, and, therefore, will be glad to hear from you farther.

As already advised, the duties of the men referred to, as required by our book of rules and outstanding instructions, included the duties of brakeman, and each of the claimants was required to perform those duties as the occasion demanded. Under those circumstances, I interpret your letter to mean that they should be paid 25% of the difference between the prescribed wage and the amount already paid. If, however, you mean that it should be established in respect of each trip that the occasion demanded some of the duties of the brakeman to be performed, the difficulties would be insuperable, and we would not be prepared to arrange any settlement under those conditions.

Will you please advise me whether we should or should not make this payment.

Yours truly,

Larz Jones

Pres. & Gen'l. Mgr.

B -

SEABOARD AIR LINE RAILWAY COMPANY

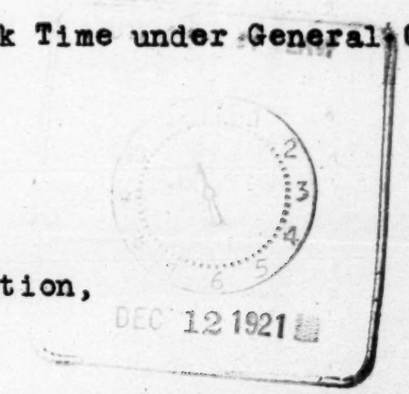
LAW DEPARTMENT

JAMES F. WRIGHT,
GENERAL SOLICITOR
SMITH R. BRITTINGHAM,
LEAVEN B. PLUMMER,
SOLICITORS.

115-2

Norfolk, Va., Dec. 8, 1921.z
55367 - F

Train Porters Suits - Back Time under General Order 27, Supplement No. 12.



Mr. A. A. McLaughlin,
General Solicitor,
U. S. Railroad Administration,
Washington, D. C.

Dear Sir:

I have your letter of December 5th, advising of your conference with Mr. Long and making certain recommendations looking to the solution of the complications arising from the controversy between Mr. Long and Messrs. Hill & Adams. This situation has been most annoying. Personally, I have always preferred dealing with Mr. Long, but inasmuch as Messrs. Hill & Adams furnished me authority from the various train porters which post-dated that in the possession of Mr. Long, I have had no choice but to carry on my negotiations with the Atlanta attorneys.

It is obvious, I think, that Messrs. Hill & Adams through solicitation have succeeded in securing their appointment as counsel for these claimants and this was very probably done with full knowledge that they had theretofore been dealing with Mr. Long. By reason of the statutes in the various states creating fee liens in favor of attorneys for services rendered, it has been, and still is, necessary of course to determine definitely who is the authorized attorney. With this in view, I have suggested to both Mr. Long and Messrs. Hill & Adams that they obtain powers of attorney from such porters as they could reach, appointing themselves exclusive counsel for the purpose of settling these claims and receiving payment therefor. I presume that as a result some of the settlements will be made through Messrs. Hill & Adams and some through Mr. Long, both of whom have consented to obtain the powers of attorney. I took this course because I did not feel that we should take the initiative in protecting the interest of either counsel, but should leave

the settlement of their differences to their own devices.

As matters now stand, therefore, I am awaiting receipt of powers of attorney. Meanwhile, I am having the statements showing the amounts due under the agreed basis of settlement prepared and expect that they will be in my hands not later than December 15th.

I trust that this method of handling the matter is satisfactory to you. I should be glad to receive any further suggestions which you may have as promptly as possible so that I shall be in a position to dispose of the claims as soon as the statements and powers of attorney have been furnished me.

Very truly yours,

James F. Wright

General Solicitor.

DIVISION OF LAW
DEC 7 1921

1603 State St Nashville Tenn.
12-7-21

Mr. B.R. McLaughlin
Gen Solicitor of
R.R.
Washington D.C.

Dear sir in reply to your letter of
Oct. 14-21 in regards to my claim
against the goverment of the U.S. R.R.
administration for (26) Twenty six months
for back pay as train Porter (Brakes man)
in which I neat you say that judgement
had ben given against whom?
Can CA judgement be given against any
person or persons without giving there
CA fair trial? and as there are seprate
cases all with diferent evedense are they
not by law entitled to CA seprate tryal?
Can the evedense of CA guilty man being a
Convict an nocent one?
have We but one goverment in the U.S.?
I wholde in my possesion CA letter from
the Federal Judge of the U.S. Who claims
to know nothing of this atair.

I therefore concur that you with Mr Cabord are justifiable in giving my claim further consideration and iff the statement made by me is not that which you require made by me in office at Nashville Tenn Please point out the same iff any technical objections. also tell why all R.R. under goverment control was forced to carry out general orders of the goverment while under there control. and pay there employes as provided and just one or two R.R. must not comply with any of the orders.

Respectfully Yours

Chas. J. Brown.

115-2

December 5, 1921.

Colored Porter Cases.

Dear Sir:

Mr. Long, representing the colored porters in their claims against the Seaboard Air Line, is now in this office. He advises me that attorneys Hill and Adams of Atlanta, claim to have been employed by practically all of his clients to present their claims for back pay. Mr. Long advises that Hill and Adams were familiar with the fact that he had been employed by those men, but notwithstanding such knowledge have accepted employment by some of the men and claim to have been employed by others, who advise Mr. Long they know nothing of Hill and Adams. It is evident that this complication is bound to interfere with the closing up of the settlement agreed upon, at least to some extent. There does not seem to be any doubt but what Mr. Long was employed by these men, and has power of attorney in writing, authorizing him to settle their claims and collect amounts agreed upon in settlement. Under such circumstances, I feel that we should protect Mr. Long in his interest in these claims to the extent we can do so without jeopardizing the rights of the government. I am inclined to the view that if Mr. Long will procure affidavits from the men stating they have not employed Hill and Adams, and reaffirming the employment of Mr. Long, and will furnish a release currently dated and signed before

a notary public, accepting the amount agreed upon in full settlement and satisfaction of all claims they have against the Railroad Administration, we will be justified in ignoring claims of Hill and Adams and disposing of such cases directly with Mr. Long. I am not familiar with Virginia statutes in referance to attorneys liens, but if you think in view of all the circumstances that it will be proper to dispose of these claims on the basis suggested, you are authorized to handle them in that way.

In reference to such of Mr. Long's clients as Hill & Adams now claim to represent, who will not make the affidavits and sign the releases referred to, I think no settlement should be made until an agreement is arrived at between Mr. Long, Hill and Adams and the claimant, pursuant to which the voucher may be issued to such parties as may be agreed upon.

Respectfully yours,

General Solicitor.

'A.M.M'

Mr. James F. Wright,
General Counsel, Seaboard Air Line RR Co.,
Norfolk, Va.

Copy to Mr. John L. Long,
Attorney at Law,
Richmond, Va.

December 5, 1921.
115-2

File 28-291.

—

Dear Sir:

I have your favor of November 29th in reference to claims of colored porters, who claim they should have been paid as brakemen instead of as porters.

In cases where the men actually performed some of the duties of a brakeman, you are authorized to adjust their claims by paying 25% of the difference between the amount the men were actually paid and the amount they would have been paid had they been regarded as brakemen. In cases where the men did not perform any of the duties of brakeman, I think we should adhere to our former determination to decline to make any payment in settlement. If they performed no duties other than duties of porters and have been paid the proper wage for porters, there would appear to be no justification for paying any amount in settlement of their claims. We are disposing of like claims on other roads on this basis. I will be glad to have a report of the adjustment ~~HAA~~ make pursuant to this authority.

Respectfully yours,

General Solicitor.

AAM:MW
Mr. Lars A. Jones, Pres. & Gen. Mgr.,
Alabama & Vicksburg Ry Co.,
New Orleans, La.

115-2

VICKSBURG ROUTE

ALABAMA & VICKSBURG RAILWAY COMPANY
VICKSBURG, SHREVEPORT & PACIFIC RAILWAY COMPANY

QUEEN & CRESCENT BUILDING

LARZ A. JONES
PRESIDENT AND GENERAL MANAGER

NEW ORLEANS, LA., Nov. 29th, 1921.

REFER TO FILE 280-291.

DEC 3 1921

A. A. Mc Laughlin, Esq., General Solicitor,
Division of Law, U. S. R. R. Administration,
Washington, D. C.

Dear Sir:-

I have before me your letter of June 8th, in which you advise that, inasmuch as the Director General has consistently declined to consider claims which were not filed on or before July 15th, 1920, the claims of the porters of The Alabama and Vicksburg Railway Company for additional compensation are declined. I also have a letter from Mr. Frank W. Smith, attorney, under date of November 19th, to our General Counsel, and enclose a copy herewith. I also enclose copies of two letters from Mr. Edward Colston, General Solicitor of the Alabama Great Southern Railroad to Mr. Frank W. Smith, regarding similar claims by porters of the Alabama Great Southern Railroad. You will observe that in these letters Mr. Colston advises that he is authorized to make settlement on the basis of 25%.

It may be, and probably is, a fact that these claims were presented on or before July 15th, 1920, in which event your former advice that the claim is declined would be unaffected, but, in order that I may satisfy Mr. Smith, I shall be glad if you will

review the case and advise whether the Administration is now prepared to make any payment or not.

Yours very truly,

Pres. & Gen'l. Mgr.

B - Encl.

Birmingham, Ala.
Nov. 19th • 1921

HON. J. BLANC MONROE,
General Counsel A&V R'Y. CO.
New Orleans, La.

My Dear Sir:

Further referring to our recent correspondence with reference to claims presented to you by me for alleged backwages due the colored train porters on your A&V and VS&P Railroads:

Under date of June 16th. 1921, you advised me that Hon. A.A.MC Laughlin, General Solicitor of the U.S. Railroad Administration, had instructed you to decline the same.

Under date of May 3rd. 1921, I received a similar letter from Hon. Edward Colston, General Solicitor for the Southern System at Cincinnati, O. But since that time, I have received a letter from Mr. Colston, dated October 29th. 1921 in which he advises me that he has now been given authority to pay such claims, as you will note from the second paragraph of his letter, which letters I am enclosing herewith for your information. As these are the originals, I will greatly appreciate your kindness if you will return the same to me as soon as they have served their purpose.

It has now occurred to me that you had been given the same authority as Mr. Colston, if not, that you would be, "for the asking", I might say.

I have never taken the matter up direct with Mr. Mc Laughlin, as suggested in your letter of June 16th. 1921. Shall I do so, now, or would you prefer to do so?

Thanking you for your kindness and promptness in this matter, I am.

Yours very truly,

Frank W. Smith.

CINCINNATI, O. Oct. 29th. 1921

CLAIM OF HARVEY J. CONLEY.

FRANK W. SMITH, Esq.,
1st. natl. Bank Bldg.
BIRMINGHAM, ALA.

DEAR SIR:

Farther replying to your letter of April 21st.last and referring to mine of May 3rd..

I have now been given authority to settle these claims on the basis of 25% of the difference between what these men did in fact earn during the period beginning June 18, 1918 and ending on July 24,1919, and what they would have earned as brakemen.

In this case, Conley earned on the CNO&TP R'Y. during this period $149.95 he would have earned had he been paid as a brakeman $310.88.Twenty five per cent of the difference between these two amounts is $40.23 . For this amount I have authority to make settlement of this will be acceptable.

Please let me hear from you.

Yours truly,
EDWARD COLSTON
General Solicitor.

CINCINNATI O. May 3rd. 1921

FRANK W. SMITH, Esq.,
1st. Natl. Bank Bldg.
BIRMINGHAM, ALA.

DEAR SIR:

Replying to your letter of thr 21st. ult., in regard to a claim of one Harvey J. Conley, colored porter for alleged back time due him under Supplement No. 12 to General Order No . 27 of the U. S. Railroad Administration, beg to say:

I am unable to comply with your request to send you check as I have received positive instructions from the Regional Counsel of U.S. Railroad Administration that none of the cases of this character are to be settled in the future.

Very truly yours,
EDWARD COLSTON,
General Soliditor.

SEABOARD AIR LINE RAILWAY COMPANY

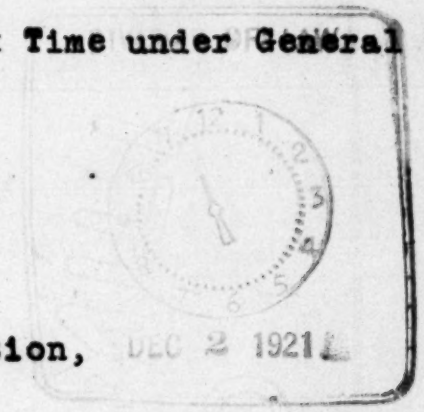
LAW DEPARTMENT

115-2

JAMES F. WRIGHT.
GENERAL SOLICITOR
SMITH R. BRITTINGHAM.
LEAVEN B. PLUMMER.
SOLICITORS.

Norfolk, Va., Dec. 1, 1921.z
56775 - F

Train Porters Suits - Back Time under General Order 27, Supplement No. 12.



Mr. A. A. McLaughlin,
General Solicitor,
U. S. Railroad Administration,
Washington, D. C.

Dear Sir:

I beg to acknowledge with thanks your letter of November 30th, enclosing certified copies of the documents requested in my telegram of November 29th.

Very truly yours,

James F. Wright.

General Solicitor.

a.

115-2

November 30, 1921.

Train Porter Cases.

Dear Sir:

Complying with your wire of yesterday:

I hand you herewith certified copies of all documents named in your wire.

Respectfully yours,

AAM:MW

General Solicitor.

Mr. James F. Wright, General Solicitor,
Seaboard Air Line Railroad Co.,
Norfolk, Va.

CLASS OF SERVICE	SYMBOL
[illegible]m	
Day Letter	Blue
Night Message	Nite
Night Letter	N L

If none of these three symbols appears after the check (number of words) this is a telegram. Otherwise its character is indicated by the symbol appearing after the check.

WESTERN UNION TELEGRAM

NEWCOMB CARLTON, PRESIDENT GEORGE W. E. ATKINS, FIRST VICE-PRESIDENT

CLASS OF SE[illegible]
Telegram
Day Lett[illegible]
Night M[illegible]
Night Letter

If none of these three symbols appears after the check (number of words) this is a telegram. Otherwise its character is indicated by the symbol appearing after the check.

RECEIVED AT COMMERCIAL NAT'L BANK BLDG., 14th & G STS., N. W. WASHINGTON, D. C. ALWAYS OPEN

115-2

1246N CAK NL

NORFOLK VA 29

1921 NOV 29 PM 6 23

A A MCLAUGHLIN 2216

GENERAL SOLICITOR UNITEDSTATES RAILROAD ADMINISTRATION WASHINGTON DC FOR USE INCCONNECTION WITH PORTER SUITS PLEASE LET ME HAVE CERTIFIED COPIES OF FOLLOWING DOCUMENTS STOP GENERAL ORDER NUMBER TWENTY SEVEN SUPPLEMENT NUMBER TWELVE AND SUPPLEMENT NUMBER TWENTY SIX THERETO CIRCULAR NUMBER THREE OF DIVISION OF LABOR ISSUED AUGUST THIRTIETH NINETEEN EIGHTEEN REQUIRING SUBMISSION OF CLAIMS TO DIRECTOR DIVISION OF LABOR DIRECTOR GENERALS TELEGRAMS OF MAY TWENTY NINTH NINETEEN TWENTY AND JUNE TWENTY EIGHTH NINETEEN TWENTY LIMITING TIME FOR SUBMISSION OF CLAIMS

JAMES F WRIGHT.

November 23, 1921.

Train Porter Cases. 115-2

Dear Sir:

I acknowledge receipt of your favor of the 21st inst., in reference to method of adjustment of the train porter cases. It will be satisfactory to settle claims of other porters not included in your list if of the same merit, on the same terms as authorized for those in the list. We desire a separate voucher issued with respect to each claimant and are of opinion that the voucher should be payable to the claimant. We think, also, that separate releases should be executed by each claimant, and be properly witnessed. If your trustee account is not sufficiently supplied with government funds, kindly advise amount you will need and I will have appropriate deposit made so that vouchers for settlement of these claims may be drawn upon and paid out of that fund.

Respectfully yours,

AAM:MW

General Solicitor.

Mr. George B. Elliott, Vice Pres. & G. C.,
Atlantic Coast Line Railroad Company,
Wilmington, N. C.

ATLANTIC COAST LINE RAILROAD

OFFICE OF VICE-PRESIDENT AND GENERAL COUNSEL

115-2

GEORGE B. ELLIOTT.
VICE-PRESIDENT
AND GENERAL COUNSEL.

WILMINGTON, N.C. November 21, 1921. en

- Train Porter Cases -

Mr. A. A. McLaughlin, General Solicitor,
United States Railroad Administration,
Washington, D.C..

Dear Sir:-

I sent you copy of the corrected list of porters who, under your decision, would participate in the settlement to be made with Attorney Long on account of alleged improper classification in fixing their rates of pay during Federal control.

I now enclose copy of letter from Virginia Counsel McIlwaine, from which it appears that while Mr. Long claims there are certain other porters not included in our list, nevertheless, he is willing to accept settlement on the basis proposed, payment of same to cover all of his clients. It now becomes necessary to determine how this payment shall be made.

The amount involved is $16,987.04. I should like your views and instructions as to the method of settlement to be adopted.

Personally, I think a lump sum settlement may lead to further questions in the future and am rather of the

opinion that a separate receipt should be taken from each porter or in his behalf supported by power of attorney to Mr. Long. What are your wishes as to this? Please also advise me now if you will furnish the money for this settlement from Washington or will arrange to have it furnished otherwise on behalf of the Administration.

I need this information in order to prepare the receipts.

Yours very truly,

Geo. D. Brett

Vice President and General Counsel.

Copy to-
Mr. Wm. B. McIlwaine,
Virginia Counsel,
Petersburg, Va..

FORM 701

ATLANTIC COAST LINE RAILROAD COMPANY.

November 16, 1921.

-: Re: Train Porter Cases. :-

Mr. Geo. B. Elliott,
Vice-President and General Counsel,
Wilmington, North Carolina.

Dear Sir:

Enclosed I am handing you copy of a letter of the 14th instant from Mr. Edwin P. Cox, Local Counsel, together with the papers sent me along with the original,- which will explain themselves.

As Mr. Cox had been in direct touch with the litigation pending at Richmond, I thought it best for him to conduct the negotiations with Mr. Long,- but I am by no means sure that the form of receipt suggested by Mr. Cox would be adequate.

In the first place, I do not know whether payment will be made by check or voucher, or whether it will be in a lump sum or in separate items. In the next place, I think the receipt should show that the settlement is with the Government by compromise for the several amounts due by the Government, but paid by the Atlantic Coast Line Railroad Company in accordance with its request. And I think it should be expressly stated that in making the settlement the Atlantic Coast Line Railroad Company does not forfeit the right of contest in the event any claim of a similar nature should be made against the company.

As all the papers, and all the correspondence, are before you, I incline to the opinion that it would be safer for the receipt to be prepared in your office, which indicates the advisability of the above suggestions. But, if you desire me to prepare it, and will let me know exactly how the settlement is to be made, I shall be very glad to do so. In any event, I am at your service.

Very truly yours,

Enclosures.

Wm. H. McIlwaine,
Virginia Counsel.

Richmond, Va.

November 14, 1921.

Re: Train Porter Cases.

Mr. Wm. B. McIlwaine,
Virginia Counsel,
Petersburg, Va..

Dear Sir:-

Mr. Long consulted me on Saturday but could not give me full information until he had examined his files. He has now examined his files and advises that the statement enclosed corresponds as to amounts due the several parties therein mentioned. But in addition thereto he claims to represent additional train porters, which you will find set out in a sheet in the handwriting of Mr. Long. I have had an original and four copies of this sheet made, and enclose the original in the handwriting of Mr. Long, the original typewritten copy, and three copies in this letter. You will note that the porter whom we have listed under the name of Merry Walton he has listed under the name of Merry Nalton. This is probably his mistake in reading the signature of this party.

Mr. Long tells me that he is willing to accept the sum mentioned as set out in the statement furnished to him by me, in full settlement not only of the claims mentioned in the said statement, but of the claims which he finds to be omitted. He tells me that he has authorization from all of these parties to represent them, and I have asked him to furnish the originals for our files and we will furnish him copies. I suggest that we take the following receipt:

"The above sum or sums are received in full settlement and payment of all claims for services of any character due to all train porters by the U.S.Railroad Administration and by the Atlantic Coast Line Railroad Company, whose names are mentioned in the attached statements, consisting of sheets Nos. 1,2,3,and 4, except such claims for services as are now due to the said porters for services performed since their last pay-day. It is understood and agreed that the attached statements, numbered respectively Nos. 1,2,3,and 4, shall form a part of this receipt and be read as if embodied therein, and that the authorizations to J. L.Long to act as attorney for the respective parties shall also be embodied therein.

Given under my hand and seal in the City of Richmond, Virginia, this day of November, 1921.

_____

Attorney."

W.B.M. #2

The reason why I mention in the receipt the words "sum or sums" is that I am doubtful as to whether there will be pay checks sent separately to each one of these parties, or whether it is proposed to pay the lump sum to J.L.Long as attorney for distribution. I have also embodied in the receipt that this covers all claims for services of any character, because there may be something that has been overlooked in reference to General Order No.27 or Supplement No.12 thereto.

The statement which I am forwarding to you along with this letter, which was handed me by you, I shall ask to be returned to me when the settlement is made, as it is the only memorandum which I have of the names contained therein.

Yours truly,

(S) EDWIN P. COX,

Local Counsel.

115-2

November 17, 1921

Dear Sir:

I am in receipt of your letter of November 8, 1921, relative to your claim for pay as a brakeman. I feel, however, that I cannot add anything to previous correspondence had with you on this subject.

Very truly yours,

General Solicitor.

AW/mgh

Mr. Charles Brown,
1605 State Street,
Nashville, Tennessee.

1603 State St
Nashville Tenn
Nov. 3rd 1921.

To the Solicitor of Washington D.C.

Sir:-

yours of oct. 14th. 1921.
received. I thank you
very much for the atten-
tion you gave my
claim against the
government for twenty
six months back time
pay due me, while
railroads were under
government control.
Please allow me to call
your attention to the
fact that the acts of
one partner binds the
other.

the same pay. Where colored men are employed instead of white their compensations of pay shall be the same of passenger & freight train work. On view of the fact that the General order my working conditions & salary was equalized by the Govermt which I did not recieve. From Jan 1st 1918 I recd $60.00 per month, Other members of my crew performing the same duty received $175.00 per month. And was released from duty to prevent violating the 16 hour law. & I was held 17 hours & 35 min.

In the year of 1918 Jan. 1st the railroads in the U.S. did not take over for their uses the government, But on Jan. 1st 1918 the government of the U.S. took over all railroads in the U.S. and their employees, for its uses. and gave to all rail roads general orders whereby to operate. The first General being General order no 27. which reads as follows, No discrimination, no difference in the organized and unorganized. Any man performing the same duty as another shall have

4

who is responsible for pen-
alizing or violating The
Anderson Law? the contract
under which I am claiming
back time pay was given
to The order of Thanner Jan
1st 1918. + drawn from Gen.
order no 27. Other roads in
this section complied strictly
with Gen. orders in paying
+ working condition as pro-
vided for them. Any holder
of contract, given by Gov-
ment Gen order 27. failing
to comply with Gen order in
pay + working conditions
when provided for by the
Gov. by the increasing passen-
ger + freight train rates
upon the public is guilty
of holding slaves under a
free Government, then the work
or fight Bill. the same is
guilty of peonage, which is
a violation, which is not
provided for under The
american Government,

I was much as Congress provided increasing of passenger & freight train rates, and imposed the same upon the public to meet the increase in wages which was given to all railroad employes. Skilled & unskilled labor I am either entitled to my back time pay or some one owe back to the Government & the people of the Gov. every dollar collected by the increase of passenger & freight train rates. that was appropiated & paid for any class of work to railroad employes

I do not see how you can lawfully try a case of any kind without notifying the plaintiff. They should have ample time to furnish you with such evidence required by you or their representative, to secure a fair decision. In my case this was not done. Please give name & address of Judge who presided over such cases. If you desire I will accept of further evidence I am quite ready & able to furnish it.

Respt. yours

Chas. J. Brown.

ATLANTIC COAST LINE RAILROAD COMPANY

OFFICE OF VICE-PRESIDENT AND GENERAL COUNSEL

115-2

GEORGE B. ELLIOTT,
VICE-PRESIDENT
AND GENERAL COUNSEL.

WILMINGTON, N.C.

November 8, 1921.

- Train Porter Cases -

Mr. Wm. B. McIlwaine,
Virginia Counsel,
Petersburg, Va..

Dear Sir:-

I have sent you copies of my correspondence with Mr. McLaughlin, General Solicitor for the Director General, and you are advised of his desire to have these cases settled and of the fact that he has offered Mr. Long 25% of the claim of his clients.

I understand this offer has been accepted.

Mr. McLaughlin desires this Department to conduct the negotiations, arranging the details of settlement.

The General Manager has, at my request, prepared a list of all of the clients of Mr. Long contained in memorandum furnished us by Mr. McLaughlin, whose names appear on the rolls of this Company for the period involved, and who will, therefore be entitled to participate in the settlement. I enclose herewith two copies of this list.

There are some names on the list furnished by Mr. McLaughlin who do not appear on our roll and are not, therefore, included in this list. Will you kindly take this matter up with Mr. Long, either directly or through Mr. Cox, as you shall deem proper, and after checking the list herewith, advise me if

you find it correct and if settlement can be made thereon for the amount shown. The amount shown opposite each name is 25% of the amount which would have been due these parties had they been paid as brakemen instead of train porters under their claim on the meaning of the rule.

Mr. Long called me on the telephone last week and I advised him that I would give the matter the above direction.

Yours very truly,

(S) GEO. B. ELLIOTT

Vice President and General Counsel.

Copy to-
Mr. A. A. McLaughlin,
General Solicitor,
U.S.R.R.Administration,
Washington, D.C..

STATEMENT

TRAIN PORTERS.

Name:	Amount due under proposed settlement.
Adams, Dave	$300.00
Albritton, J.	222.29
Alford, Marion	189.88
Anthony, Ben	3.90
Batts Jesse	
Belcher, Rudolph	3.34
Bishop, Ike	211.92
Blandon, N.	133.75
Blandshaw, L.	158.91
Brailey, Horace	197.89
Budding, E.	247.52
Burgess, Fleet	166.22
Charles, John	238.38
Crossland, J.C.	77.94
Davis, King	239.65
Day, Allen	101.29
Day, George	155.97
Dixon, Alex	173.91
Dixon, Jim #3	36.65
Donaldson, Lonnie	116.12
Dozier, Ed.	159.17
Dudley, Charlie	182.56
Dwight, Dan	202.31
Edwards, P.L.	202.44
Fleming, W.	43.19
Flowers, James	145.59
Fulton, George	278.40
Gardner, C.G.	255.87
Garland, Perry	162.85
Goodwin, Frank	103.60
Grant, Ed.	261.51
Green, Alex.	58.87
Green, Sam	204.10
Graham, Tom	181.95
Griffin, George	200.49
Haile, Johnson	73.04
Haley, William	14.30
Harris, Fred (#1)	181.30
Harrison, C.	50.53
Hill, Arthur	123.22
Hill, Calvin	263.55
Jackson, Lucius	181.84
James, Hollman	58.45
James, Jesse	191.82
Johnson, Frank #12	51.76
Johnson, J.B.	181.17
Johnson, Julius	175.64
Jones, Ben #3	6.67
Jones, Sam	200.61
Jones, Will	269.52
Jordan, Israel	228.59
	116.41
	$7,985.85

Name:	Amount due under proposed settlement.
King, Ike	$72.84
Lee, John	3.49
Lee, W. A.	101.19
Long, Joe	17.84
Lowe, Gilmore	29.03
Lucky, John	219.28
McIntosh, Henry	79.36
Macon, George	262.53
Marshall, J.R.	191.45
McGill, Gus.	169.07
Miller, Ed.	186.41
Miller, Henry	218.17
Mitchell, Rich.	[illegible].01
Montgomery, Warren	31.34
Morris, Sidney	188.23
Myers, Chas.	233.14
Myers, Will.	168.94
North, Frank	216.96
Norwood, Joe	131.99
Parks, Conyers	845.40
Parker, Frank	194.64
Patterson, James	198.68
Phillips, Jesse	89.72
Prince, Alex.	136.80
Praeleau, William	102.82
Roberts, W.L.	56.80
Robinson, R.R.	199.44
Ryals, J.A.	229.32
Sanders, R.W.	202.41
Sanders, Sherman	138.22
Seymour, Dolphus	1.73
Shackelfoot, W.E.	81.78
Smith, Dave	267.88
Spearman, Offie	158.98
Starling, L.	239.57
Stephens, Lonnie	203.82
Stith, Moses	234.20
Stringer, Smiley	28.89
Studymore, Frank	217.33
Siples, Lucius	24.89
Taylor, A. D. ✓	199.80
Tompkins, Ed.	188.10
Thorne, Albert	230.80
Tibbs, John	46.53
Truitt, D.	187.80
Walker, D. F.	297.82
Washington, Rob.	41.88
White, Sam. #1	213.76
Whitehead, Ed.	193.44
Whitehurst, Richard	26.96
Williams, Ben. H.	17.71
Williams, C. A.	206.20
Williams, Dan.	157.51
	$7,900.90

Name.	Amount due onder proposed settlement.
Williams, John	$ 57.83
Williams, Nathan	38.08
Williams, Tom	229.97
Wilson, Lymas	186.68
Wise, Julius	170.48
Wright, Frank	77.42
Walton, Merry	215.23
Zimmerman, Sanford	124.60
	$1,100.29

Summary.

Sheet 1	7,985.85
Sheet 2	7,900.90
Sheet 3	1,100.29
Total	$16,987.04

JOHN L. LONG
ATTORNEY-AT-LAW
MUTUAL BUILDING
RICHMOND, VIRGINIA

November 2, 1921.

Train Porter Cases.
Atlantic Coast Line RR.

115-2

Mr. A. A. McLaughlin,
General Solicitor,
U. S. RR Administration,
Washington, D.C.

Dear Sir;

Your letter of October 28th was duly received and in accordance with your suggestion I have taken up with Mr. Elliott the subject of your letter and he assures me that the data necessary for the settlement of the train porter cases will be ready within the next few days and that instructions will then go to district counsel who will confer with me in Richmond as to the details of amounts, releases, etc.

Thanking you, I am,

Very truly yours,

John L. Long.

SEABOARD AIR LINE RAILWAY COMPANY

LAW DEPARTMENT

JAMES F. WRIGHT.
GENERAL SOLICITOR
SMITH R. BRITTINGHAM.
LEVEN B. PLUMMER.
SOLICITORS.

Norfolk, Va., Nov. 1, 1921.
55367 - F

115-2

Train porters suits - Back time under G. O. 27, Sup. No. 12.

Messrs. Hill & Adams,
501-503 Atlanta Trust Co. Bldg.,
Atlanta, Georgia.

Gentlemen:

In reply to my inquiry the General Solicitor of the Railroad Administration has declined the counterproposition contained in your letter of October 22nd, and adheres to his original offer of which I advised you on October 17th. Frankly, this offer seems to me a liberal one. The merit of these claims from a strictly legal viewpoint is very questionable. As you doubtless know, the only cases which have been tried have been resolved against the plaintiffs. Furthermore, the settlement now offered is identical with that which was acceptable to you in the fifteen similar cases disposed of a year ago. Under these circumstances, I cannot recommend to the General Solicitor of the Administration, and I am satisfied that he will not countenance, any further concessions.

Very truly yours,

James F. Wright.

General Solicitor.

CC-Blind -

Mr. A. A. McLaughlin, G.S., U. S. Railroad Admininistration, Washington, D. C.

Acknowledging your letter of October 28th.

ATLANTIC COAST LINE RAILROAD

OFFICE OF VICE-PRESIDENT AND GENERAL COUNSEL

115-2

GEORGE B. ELLIOTT,
VICE-PRESIDENT
AND GENERAL COUNSEL.

WILMINGTON, N.C. October 31, 1921. en

- Train Porter Cases -

Mr. A. A. McLaughlin, General Solicitor,
United States Railroad Administration,
Washington, D.C..

NOV 2 1921

Dear Sir:-

I have your letter of the 28th.

I have asked the General Manager to make up and send me a statement of the amounts due under the terms you have offered. As soon as I receive it, I will take up the question of settlement, through our Virginia Counsel.

Yours very truly,

Geo. B. Elliott

Vice President and General Counsel.

Form G-84

TELEGRAM

UNITED STATES RAILROAD ADMINISTRATION

DIRECTOR GENERAL OF RAILROADS

SENT FROM: Oct. 31, 1921.

Jas. F. Wright, General Solicitor,
Seaboard Air Line RR.,
Norfolk, Va.

115-2

Claims of porters in suit should be settled on same basis as claims not in suit stop Advised Long would not settle with him claims sued by other attorneys unless release signed by plaintiff and protected from claims of other attorneys.

A. A. McLaughlin.

OFFICIAL BUSINESS.
GOVERNMENT RATES.
CHARGE DIRECTOR GENERAL OF RAILROADS, DIVISION

LAW

Form 1206

CLASS OF SERVICE DESIRED

Telegram	
[illegible] Letter	
Night Message	
Night L[illegible]	

Patrons should mark an X opposite the class of service desired; OTHERWISE THE MESSAGE WILL BE TRANSMITTED AS A FULL-RATE TELEGRAM

WESTERN UNION TELEGRAM

NEWCOMB CARLTON, PRESIDENT GEORGE W. E. ATKINS, FIRST VICE-PRESIDENT

Receiver's No.
Check
Time Filed

Send the following message, subject to the terms on back hereof, which are hereby agreed to

Norfolk, Virginia
October 31, 1921.r 11:10 AM

WU FRANK 31772

GS File _____F

115-2

A. [illegible]. McLaughlin,
General Solicitor,
U. S. Railroad Administration,
Washington, D. C.

NOV 1 1921

Richmond counsel advise me Mr. Long understands you will not settle claims of porters who have already filed suit stop Please advise whether authority to settle covers these as well as claims where suit not filed.

JAMES F. WRIGHT

Confirmation

CLASS OF SERVICE	SYMBOL
Telegram	
Day Letter	Blue
Night Message	NRe
Night Letter	N L

If none of these three symbols appears after the check (number of words) this is a telegram. Otherwise its character is indicated by the symbol appearing after the check.

WESTERN UNION TELEGRAM

NEWCOMB CARLTON, PRESIDENT GEORGE W. E. ATKINS, FIRST VICE-PRESIDENT

Form 1201

CLASS OF SERVICE	SYMBOL
Telegram	
Day Letter	Blue
Night Message	NRe
Night Letter	N L

If none of these three symbols appears after the check (number of words) this is a telegram. Otherwise its character is indicated by the symbol appearing after the check.

RECEIVED AT
79W AN CAK

New Interior Building,
Franklin 7100, Branch 47.

115-2

NORFOLK VA 1143A OCT 31 1921

A A MCLAUGHLIN

OCT 88

GENERAL SOLICITOR US RAILROAD ADMINISTRATION WASHINGTON DC

RICHMOND COUNSEL ADVISE ME MR LONG UNDERSTANDS YOU WILL NOT SETTLE CLAIMS OF PORTERS WHO HAVE ALREADY FILED SUIT STOP PLEASE ADVISE WHETHER AUTHORITY TO SETTLE COVERS THESE AS WELL AS CLAIMS WHERE SUIT NOT FILED

JAMES F WRIGHT

1206PM

Train porter suits, Atlantic Coast Line Railroad Company.

October 28, 1921.

Dear Sir:

You are advised that the Railroad Administration accepts proposition of settlement of train porter claims represented by you on the basis of 25% of the difference between the amount received by the men as porters and the amount that would have been paid them had they been regarded as brakemen, from the time the wage order became effective to the time the men were instructed to perform no brakeman's duties, with a maximum, however, of $300.00 in any case.

Kindly take the matter of adjustment up with Mr. Elliott, General Counsel of the Railroad Company at Wilmington, N. C., and arrange to deliver him appropriate release after the amount of each case is determined. The vouchers will probably be issued from this office after you and Mr. Elliott have agreed upon the amount and released are placed in his hands.

Trusting the matter can be closed up without further undue delay or inconvenience, I am

Very truly yours,

AAN:MW

General Solicitor.

Mr. John L. Long, Attorney at Law,
Mutual Building,
Richmond, Virginia.

October 28, 1921.

Train porter cases.

--

Dear Sir:

I have your favor of the 24th inst. in reference to adjustment of train porter claims. I note that while you are agreeable to having these claims settled on the basis proposed, you prefer that payments be not made through the representatives of the railroad company, even though the funds therefor are deposited in your trustee account by the Railroad Administration.

I am writing Mr. Long accepting the offer of settlement as per copy of letter enclosed, and will, unless some obstacles are suggested to me which are insurmountable, arrange to issue vouchers here. We will desire, however, that you handle the matter of settlement with Mr. Long, taking appropriate releases and advising me as to the amount that should be paid in each case.

If I am unable to arragge to pay direct, I trust you will reconsider your objections to handling the matter for us through your trustee account.

Respectfully yours,

AAM:MV

Mr. Geo. B. Elliott, V.P. & G. C., General Solicitor.
Atlantic Coast Line RR Co.,
Wilmington, N. C.

October 28, 1921.

Train Porter Suits.

Dear Sir:

I have your favor of the 25th inst. with copy of letter of Hill and Adams, making proposition for settlement of claims represented by them.

You may advise Hill and Adams that we will not pay more than 25% of the wages these men received as porters and the wages they would have received if regarded as brakeman, with a maximum of $300 in any case. We will not authorize more in their cases than we are settling the other cases for. If they do not desire to accept such amount, we prefer to take chances of litigation.

Very truly yours,

AAH:MW

General Solicitor.

Mr. Jas. F. Wright, General Solicitor,
Seaboard Air Line Railway Company,
Norfolk, Virginia.

SEABOARD AIR LINE RAILWAY COMPANY

LAW DEPARTMENT

115-2

JAMES F. WRIGHT.
GENERAL SOLICITOR
SMITH R. BRITTINGHAM.
LEAVEN B. PLUMMER.
SOLICITORS.

Norfolk, Va., Oct. 25, 1921.
55367 - F

Train porters suits - Back time under G. O. 27, Sup. No. 12.

Mr. A. A. McLaughlin,
General Solicitor,
U. S. Railroad Administration,
Washington, D. C.

Dear Sir:

I enclose herewith a copy of a letter just received from Messrs. Hill and Adams. You will note the counter-proposition offers a flat settlement in all cases of seven hundred and eighty dollars. This amount is far in excess of that which would be due on the basis of one-fourth of the difference between the amount already paid and that which would have been earned had the plaintiffs been classified as train porters up to October 15th, 1919. I presume that you do not care to entertain this proposition.

Some of the suits are set for trial early next month. While I believe that we can have them continued, I should be glad to have you advise me promptly what action you wish taken. My own recommendation is that we adhere to the original offer even though it results in litigation.

Very truly yours,

James F. Wright.

General Solicitor.

COPY.

Hill & Adams
Attorneys

Atlanta, Ga.

Oct. 22, 1921.

Hon. James F. Wright, Gen. Solicitor,
Seaboard Air Line Railway Co.,
Norfolk, Va.

Dear Sir:

We acknowledge your esteemed letters of the 17th and 18th instants which undertakes to deal with your porters claims for retroactive and increased pay allowed them by the Railroad Administration of Government control, and thus fixed by Order No. 27 and its supplements, together with the fixed rules of operation of trains.

We would first respectfully suggest that you would do us the kindness and our clients, your employees, the justice to acknowledge the notice to produce now in your possession, as you may personally be in some distant land when these cases are called for trial, and your trial attorneys could easily convince the Court that they have no knowledge of such agreement, thereby, depriving the plaintiffs of their legal rights and redown to the disgrace of their lawyers and all the while the General Solicitor would be in the best of good faith in his promises by correspondence. Therefore, we know you will find pleasure in saving us from such disgrace.

Now, in a spirit of compromise and justice and to the mutual interest of all, and in direct reply to yours of the 17th instant, we are constrained to be equally as frank as the Administration in fixing arbitrarily the terms by which our clients must settle. Therefore, will say that our clients take the position that they have lived for the past four years without this money and that we must either win or lose their claims or collect a reasonable portion of the money to which they are entitled, which they have earned in compliance with the requirement of the railroad Administation.

As much as we would like to co-operate with you, it appears that we will be compelled to dispose of these cases by a friendly judicial investigation. Therefore, we appeal to your judicial mind and we hope that you can aid us in effecting settlement of these cases in a way that our clients will feel that they have been fairly dealt with, and as you understand, a trial of these cases would entail much labor on our part and expense to your clients.

We do not hesitate to give you the benefit of a part of the proof we expect to make in the trial of each case which will necessarily involve the testimony of each member of the respective crews of passenger trains who were upon the various runs where these porters made the time and performed the duties required of them under Government controll

This, of course, you understand will mean much to your clients where we are forced to use the entire passenger crew of each of your passenger trains passing through the county where the case is tried, and which you will understand, will be necessary under the position taken by you, namely; that is, your Order No. 6, which you undertook to set up a new precedent by which porters should be governed in their labor. But, as you understand, was only done for the purpose of defeating this overtime and increased pay covering a part of the time under Government control, and which you understand is verified by the operating rules of the railroad issued in 1919.

This rule or Order No. 6 was only a camouflage. As you very well understand, and so does each man who knows about the operation of trains, that these porters were required to do the same class of work that they had been doing prior to Order No. 6. Also, you understand that they are yet performing the same duties, and unless they do, the outgoing run of their train will be filled by another man. We hope that we may have the honor of putting you on the stand for proving this fact. It certainly can be verified by numerous railroad employees, almost one hundred percent, in addition to a multitude of disinterested witnesses.

While it is our desire to meet you half-way in anything in an effort to secure a reasonable compromise, but to conform to your suggestion, would be unjust to our clients and we will say that we do not care so much for money as we do for business. Therefore, we must protect our clients interest at any cost, even to the extent of going to Congress and calling upon our representatives in the House and Senate to back us up in this contention.

We have made a careful study of these claims, and without prejudice, we would advise a reasonable compromise and will give you the assurance that we will do all in our power to urge our clients to be reasonable upon the condition that you will give us the assurance that you will put this suggestion through. Namely; that brakemen's pay shall not be figured at less than $180.00 per month. This reasonable, and in a spirit of compromise, as they made from $160. to $212. or $215. per month. That from $180., the $60. paid as salary, is to be deducted, leaving $120. which is the amount under your suggestion to be computed. We will advise one-fourth of $120. as a basis for settlement of these mens' claims. That is, $30.00 per month for 26 months.

We are willing to recommend to our clients, without prejudice, that they are to accept compensation at the rate of $30. per month which is to cover 26 months of the entire Government control of railroads.

This will include four and one-half months from the date named by you to the expiration of Government control, and will cover retroactive pay from June 1, 1918 to Jan. 1, of the same year to which they are entitled. The time is to be calculated from your records, and is to be subject to our inspection.

This, we consider very reasonable and just and carries with it a spirit of compromise which we believe when submitted to the Government,

will be proved without hesitation.

Inasmuch as these cases will be on the Court Calendar Nov. 7, both in North Carolina and in Virginia, we must know by return mail what we are to expect because we will have to incur expenses in the way of preparation for trial in the absence of an adjustment.

The Florida cases, about thirty-five in number, we understand will be on the Calendar for trial early in December, and of course, if we are to prepare for trial of any one case, we must prepare for all, and we propose to try these cases as fast as we get to them if that be your desire.

We wish to thank you for the courtesies extended in all of our efforts to bring about an adjustment, and with renewed appreciation for your prompt reply to this letter, we are

Very truly yours,

FRH/BP

(s) Hill & Adams.

[redacted]

OFFICE OF VICE-PRESIDENT AND GENERAL COUNSEL

GEORGE B. ELLIOTT,
VICE-PRESIDENT
AND GENERAL COUNSEL.

WILMINGTON, N.C. October 24, 1921. en

115-2

Train Porter Cases.

(B)

Mr. A. A. McLaughlin, General Solicitor,
United States Railroad Administration,
Washington, D.C..

Dear Sir:-

I have your two letters of October 17.

I have made inquiry again of our General Manager. While I have not changed the view heretofore expressed, I beg to advise that I make no objection to settlement of these cases in accordance with your plan, provided you will so manipulate the matter that the payment may be made by the United States Railroad Administration, preferably to Attorney Long as Attorney in Fact, rather than have this Company pay through its officers or Paymaster to the various porters involved, any sums of money on the claim now under consideration.

We make this suggestion and request because it would be exceedingly difficult to maintain the position that this settlement is one that affects the Railroad Administration alone if, in paying the money, it should be disbursed by an officer of this Company and settlement made by him with the individuals affected. I assume that of course money can be obtained by the Administration, even if it comes from the Trustee fund held by the Treasurer of this Company for the Director General, without the necessity of having our

Mr. A. A. McLaughlin - #2 - 10/24/21:

Paymaster and Treasurer disburse it.

Yours very truly,

Wm. D. Ennis

Vice President and General Counsel.

Copy to-
Mr. P. R. Albright,
General Manager.

Mr. Wm. B. McIlwaine,
Virginia Counsel.

JOHN L. LONG
ATTORNEY-AT-LAW
MUTUAL BUILDING
RICHMOND, VIRGINIA

115-2

October 24, 1921.

OCT 25 1921

Mr. A. A. McLaughlin,
General Solicitor,
Director General U S RR Administration,
Washington, D. C.

Dear Sir;

Train Porter Cases.

For your information and files I am enclosing copy of bulletin issued to curtail duties of train porters on the Atlantic Coast Line RR.

You will note that the date of this bulletin is August 5, 1919, and my information is that there was a difference of a few days only in the issuance of instructions for the whole Coast Line system curtailing the duties of train porters.

Very truly yours,

John L. Long.

C O P Y

H 4949

United States Railroad Administration
Director General of Railroads
Atlantic Coast Line Railroad

File-7715

Richmond, Va.
August 5, 1919.

BULLETIN

ALL CONDUCTORS-
ALL BULLETIN BOOKS.

Gentlemen:

Conductors of Passenger Trains where Baggage Men and Flagmen are employed must not require Train Porters to perform the following duties:

1. Inspect cars and test signal and brake apparatus for safety.
2. Use hand and lamp signals for protection of movement of trains.
3. Open and close switches.
4. Couple and uncouple cars and engines and hose and chain attachments thereof.

This is effective immediately.

Yours truly,
(Signed) E. P. Laird, Superintendent.

G-C

Copy to Mr. H.E.Bruffey, Train Master, Richmond, Va. Mr. C. C. Jones, Terminal Train Master, Richmond, Va. Mr. L. E. Pollard, General Yard Master, Petersburg, Va. Mr. A. L. McMullen, Station Master, Broad Street.

Mr. W. B. Darrow, Superintendent Transportation,

Your letter August 4th - File-14--25

JOHN L. LONG
ATTORNEY-AT-LAW
MUTUAL BUILDING
RICHMOND, VIRGINIA

October 20, 1921.

115-2

Mr. A. A. McLaughlin,
General Solicitor,
U. S. RR Administration,
Washington, D. C.

Dear Sir;

Train Porter Cases.

I thank you for your letter of October 14th in regard to the train porter cases.

Very truly yours,

John L. Long.

SEABOARD AIR LINE RAILWAY COMPANY

LAW DEPARTMENT

115-2

JAMES F. WRIGHT,
GENERAL SOLICITOR
SMITH R. BRITTINGHAM,
LEAVEN B. PLUMMER,
SOLICITORS.

Norfolk, Va., Oct. 17, 1921.
55367 - F

Train porters suits - Back time under G. O. 27, Sup. No. 12.

OCT 19 1921

Mr. A. A. McLaughlin,
General Solicitor,
U. S. Railroad Administration,
Washington, D. C.

Dear Sir:

I am just in receipt of your two letters of Oct. 14th, together with a copy of your letter of the same date to Mr. Long. In order to obviate any difficulty with respect to the authority of the attorneys of record to act in behalf of the plaintiffs, I am requesting counsel to obtain from these attorneys written evidence from their clients that they are authorized to negotiate the settlements and accept payments pursuant thereto. Meanwhile, I am having the rolls checked by the Auditing Department so that we will have an accurate basis for computing the amounts of settlements. As soon as this work is completed, I shall advise you the results.

I shall also proceed to develop settlement of the various outstanding suits and claims on the same basis.

Very truly yours,

James F. Wright.

General Solicitor.

a.

[illegal]ber 17, 1921. 115-2

Train porter cases

—

Dear Sir:

After writing you this morning I received your letter of the 15th inst., in reference to train porter claims.

When the case against the Southern was on trial, I wired Mr. C. S. Lake, Assistant to the President of the Chesapeake & Ohio Railway Company, and who was connected with the operating department of the Administration in Washington during Federal control, to come to Washington, if possible, and testify in the case. He called me on the 'phone and stated that while he would be very glad to come to Washington, and would do so if I insisted, he was very sure that the testimony he might give would be to the disadvantage of the Railroad Administration. He stated he was very familiar with the train porter matters and with the effort to induce the roads to apply Supplement No. 12 to train porters. He stated to his knowledge the porters did perform brakemen's duties, not all duties on each trip, but such duties as it was convenient for the porters to perform whenever occasion therefor arose. He stated that they were familiar with the work and qualified to perform the duties, and from time to time performed all of such duties. In the correspondence in our files are copies of communications to the vari us roads instructing them to apply Su plement No. 12

to train porters who were performing any duties of a brakeman, and in some cases directing withdrawal of the notice forbidding porters to perform brakemen duties. Some of the claimants know of this correspondence and it would at least be quite embarrassing to have evidence introduced in the trial of these cases showing that those entrusted with the administering of the regulations in question considered them as requiring the payment of brakemen's wages to those men if they performed any of the duties of a brakeman.

If the question of embarrassment to your company were removed from consideration, we would not hesitate to settle on the terms proposed. You will note the proposed settlement extends only to the time the men were notified that they should not perform any brakemen's duties. My understanding is they did perform some brakemen's duties thereafter. Will not a settlement so limiting the time to be covered remove any embarrassment to the Railway Company?

Awaiting your further advice, I am

Very truly yours,

AAM:MW

General Solicitor.

Mr. Geo. B. Elliott, V. P. & G. C.,
Atlantic Coast Line Railroad Company,
Wilmington, N. C.

[redacted]

OFFICE OF VICE-PRESIDENT AND GENERAL COUNSEL 115-2

GEORGE B. ELLIOTT,
VICE-PRESIDENT
AND GENERAL COUNSEL

WILMINGTON, N.C. October 15, 1921. en

DIVISION OF LAW
OCT 17 1921

Claim of train porters under Supplement No.12 to General Order No.27, United States Railroad Administration.

Mr. A. A. McLaughlin, General Solicitor,
United States Railroad Administration,
Washington, D.C..

Dear Sir:-

I duly received your wire of the 14th, advising that you could compromise these cases for 25% of the amount claimed, and replied to you late yesterday afternoon as per mail confirmation sent you. A word of explanation as to my views therein summarized is in order.

Reviewing the facts, you will recall that similar claims were made on account of the train porters of the Southern Railway and the Seaboard Air Line. I am advised by our General Manager that the facts and conditions of employment and duties of these train porters are similar on our road to said conditions and facts surrounding the Seaboard and Southern cases.

The question at issue was whether a train porter, because he occasionally is required to perform one or more of the duties ordinarily devolving upon a brakeman or flagman, should, under Supplement No.12 to General Order No.27, be classed and pa id as a brakeman or flagman. The provisions of Supplement No.12 require such payment in cases where the train porter is "qualified

"and regularly required to perform" essentially the duties of a brakeman or flagman, which are set out in the order.

When the Seaboard case was called for trial in the Law and Equity Court, under the Virginia practice , the Court instructed the jury as to the law applicable, prior to the argument. I have before me copy of instructions given by the Court as to the meaning and requirement of Supplement No.12, aforesaid. I attach copy for your information. You will observe that the Court charged the jury that in order for a train porter to claim pay as a brakeman or flagman under Section 12, he must show that he was "qualified to perform said duties of brakeman or flagman by standing all examinations regularly required of brakeman or flagmen at the time". In other words the Court - I think, properly - construed the phrase "qualified and regularly required" to mean that these porters were qualified in the same sense and to the same extent that a regular brakeman or flagman was qualified and,following this idea out, ruled that where a brakeman or flagman qualifies for his position by passing a certain examination, no train porter can claim to be so qualified unless and until he also had taken and passed the examination. The facts in the Seaboard case were, I am advised, that these train porters had not passed such an examination; therefore, Attorney Long lost his case. I am also advised that no such examination has been taken by the porters that he represents in his claim against this Railroad. It would seem, necessarily, to follow, that he must lose his case against us.

I judge that Mr. Long anticipated this result, hence his motion to postpone trial and to continue his case until the November term. As the matter now stands, the case will come on to be heard

before the said Law and Equity Court in Richmond and I see no reason to doubt that Judge Crump will again instruct the jury as he did in April last, and if that be the fact, the plaintiff cannot proceed. I have been told that the Judge expressed himself, after hearing the Seaboard case, to the effect that had the jury given a verdict on the evidence therein produced, he would not have allowed it to stand.

The foregoing reasons apply only to your view of the case and have only to do with the question of paying the money in settlement. I am frank to say there is a further factor in the situation which I think is worthy of consideration; to wit, if we consent to a compromise of this case, we thereby, to that extent, depart from the construction placed upon Supplement No.12 by the railroads of the country and by the Court in these cases,and open the way to further demands both as to past and possibly future service by train porters or other employees who may be similarly situated.

For the foregoing reasons, my judgment is that a compromise should not be made.

I repeat, however, what I have heretofore said, that if you decide to make this payment, rather than defend suit, we will, of course, be glad to handle the details in your behalf, through this Department.

Yours very truly,

Geo. W. Elliott

Vice President and General Counsel.

Copy to-
Mr. P. R. Albright,
General Manager.
Mr. Wm. B. McIlwaine,
Virginia Counsel.

UNITED STATES RAILROAD ADMINISTRATION

DIRECTOR GENERAL OF RAILROADS

OFFICE OF

GENERAL COUNSEL

No. 115-2.

SUBJECT: Special Part.

Crumt vs Payne.

SETTLED

SETTLED

DL Form 2

UNITED STATES RAILROAD ADMINISTRATION

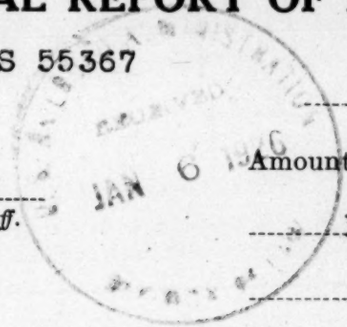
DIRECTOR GENERAL OF RAILROADS

15-2

Seaboard Air Line Railroad

SUPPLEMENTAL REPORT OF LITIGATION

GS 55367



....., 192

O. E. Crump
Plaintiff.

vs.

Director General of RRS - SAL Ry.Co.
Defendant.

Amount sued for, $2,351.12

Law & Equity Court

Henrico County

No. ..... , Term 192

Date action brought Dec.14,1920

MR. SIDNEY F. ANDREWS,
General Solicitor, U. S. Railroad Administration,
Washington, D. C.

DEAR SIR:

The following additional facts and proceedings in the above case are reported for your information:

Wages due during Federal control

Case dismissed:

DISPOSITION

Amount paid, $ .....

Dismissed .....

Judgment in favor of .....

Judgment for $ .....

.....

This form is only to be used to report subsequent proceedings after first reporting the suit on DL Form 1.

DL Form 2

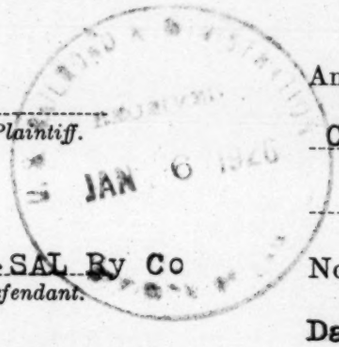
UNITED STATES RAILROAD ADMINISTRATION

DIRECTOR GENERAL OF RAILROADS

Seaboard Air Line Railroad

SUPPLEMENTAL REPORT OF LITIGATION

GS 57421



....., 192

Amount sued for, $ 3,640.00 ✓

Willis Crump
Plaintiff.

vs.

Director General of RRs-SAL Ry Co
Defendant.

Circuit Ct. Richmond, Va. Court

Henrico County

No. ...., Term 192

Date action brought Oct. 1, 1920

MR. SIDNEY F. ANDREWS,
General Solicitor, U. S. Railroad Administration,
Washington, D. C.

DEAR SIR:

The following additional facts and proceedings in the above case are reported for your information:

Wages due during Federal control

Case dismissed:

DISPOSITION

Amount paid, $ .....

Dismissed .....

Judgment in favor of .....

Judgment for $ .....

.....

This form is only to be used to report subsequent proceedings after first reporting the suit on DL Form 1.

GOVERNMENT PRINTING OFFICE

Miscellaneous
4147

DL Form 1

UNITED STATES RAILROAD ADMINISTRATION

Director General of Railroads

Seaboard Air Line Railroad

File 57421

REPORT OF LITIGATION

Dec. 15th, ,1926

Mr. Sidney F. Andrews,
General Solicitor, U. S. Railroad Administration,
Washington, D. C.

Dear Sir:

I have the following litigation to report:

Crump, Willis
Plaintiff.

vs.

Dir.Gen. RRs - S.A.L.Ry.Co.
Defendant.

Amount sued for, $ 3,640.00

In the Circuit, Richmond Court.

for Henrico (Va.) County

No. Term, 192

Date action brought Oct. 1, 1921

Nature and brief statement of cause of action:

Wages January 1, 1918 to March 1, 1920.

This form is to be used in reporting pending suits and their present status or new suits hereafter brought by or against the Director General. Only one case to be reported on each blank.

CRUMP V. PAYNE

Outline of Argument for Defense.

I.

Failure to submit claim to Director of Division of Labor bars plaintiff from maintaining this action.

(a) Introduce General Orders Nos. 13, 26 and 29, and circulars Nos. 3 and 97, requiring submission of wage controversies to the Director of the Division of Labor.

(b) For authorities sustaining this contention see memorandum marked "Memorandum No. 1."

(c) For instructions to jury covering this question, see Instruction No. 1.

II.

Failure of plaintiff to file claim with Division of Labor prior to July 15, 1920, bars plaintiff from maintaining this action.

(a) Introduce telegraphic orders of the Director General, dated May 29, 1920 and June 28, 1920.

(b) For authorities sustaining this contention see attached memorandum.

(c) For instructions to jury covering this question see Instruction No. 2.

III.

In connection with the necessity of plaintiff to submit claims to arbitration, see Sections 301, 311-c and 312 of Transportation Act, 1920.

IV.

If plaintiff claims no knowledge of General Orders 13, 26 and 29 and circulars 3 and 97, see memorandum attached to the effect that these orders are public documents, of which plaintiff is charged with constructive notice, and of which the court must take judicial notice.

V.

Prima facie presumption of payment raised by plaintiff having accepted pay checks, which on their faces are receipts in full for all wages due to date.

(a) Introduce checks fof plaintiff.

(b) If plaintiff raises question as to verification of signature, place Mr. D. P. Russell, cashier of company at Richmond on stand to prove plaintiff's mark.

(c) For authorities sustaining this contention see attached memorandum.

(d) For instruction covering this point see Instruction No. 3.

VI.

Acceptanceof pay under Supplement 26 is a bar to any claim under Article 6 of General Order 27 and Supplement 12.

(a) Introduce in evidence General Order 27 and Supplement 12 and 26.

(b) Introduce statements from division auditor showing payments under Supplement 26 and call attention to check previously introduced showing payment under Supplement 26.

(c) For authorities sustaining this point, see attached memorandum.

(d) For instruction on this point see Instruction No. 4.

VII.

Plaintiff was not qualified and regularly required to perform duties enumerated under Supplement 12 to General Order 27.

(a) Place Mr. Forster, train master on stand to prove that plaintiff was not qualified and regularly required to perfomm these duties.

(b) Prove by Mr. Forster standard written examination required of all regular brakemen and flagmen.

(c) Place Conductor Haddock on stand to prove plaintiff not qualified and regularly required to perform the duties enumerated in Supplement No. 12. Conductor Haddock will also be in position to testify that on a number of occasions he is positive plaintiff did not perform any of the duties required in Supplement No. 12.

See attached statement.

(d) For memorandum on this question, see attached memorandum together with statements of Conductor Haddock, and trainmaster Forster.

(e) For instructi ns on this question see instructions Nos. 6 and 5.

VIII.

If plaintiff raises any question as to the authority of the Director General to issue orders involved in this case, see attached memo of authorities holding various orders of Director General valid.

GENERAL ORDERS NOS. 13 and 29 ISSUED BY THE DIRECTOR GENERAL OF THE UNITED STATES RAILROAD ADMINISTRATION AND CIRCULAR NO. 3 ISSUED BY THE DIRECTOR OF THE DIVISION OF LABOR OF THE UNITED STATES RAILROAD ADMINISTRATION MADE ARESORT TO ARBITRATION IN THE MANNER PRESCRIBED IN SAID ORDER AND CIRCULAR A CONDITION PRECEDENT TO LITIGATION, AND THE FAILURE OF PLAINTIFF TO SUBMIT HIS CLAIM FOR ARBITRATION IN THE MANNER PROVIDED RENDERED THE PLAINTIFF INCAPABLE OF INSTITUTING AND MAINTAINING THIS SUIT.

- - - - - - -

By the express provisions of the Federal Control Act the President, or his authorized agent, was clothed with the power and authority to issue orders and regulations concerning the operation and control of the Transportation System.

Under the authority contained in the said Act, the Director General of Railroads, acting as the authorized agent of the President, from time to time, issued general and supplemental orders concerning the operation and control of the transportation systems taken over by the Administration. On the 22nd day of March, 1918, the Director General issued General Order No. 13, creating the Railroad Board of Adjustment No. 1 and providing that wage controversies of employees should be submitted to said Board for adjustment, and by General Order No. 29, dated May 31, 1918, the Director General created the Railway Board of Adjustment No. 2, requiring certain classes of employees to submit their controversies to such Board.

On August 30, 1918, the Director of the Division of Labor of the United States Railroad Administration, acting for and on behalf of the Director General of Railroads, issued circular No. 3, wherein provision was made for referring "requests for adjustment in wages by employees not represented by Railway Boards of Adjustment, which requests are based on existing practices &c." The object of this circular was to make provision for the settlement and adjustment of wage controversies between the various employees not represented by the Brotherhoods and the officials of the Railroads. Under Section "D" of this circular it was provided that in the event that no agreement should be reached between the officials of the Railroads and representatives of the employees "a joint statement of facts (in duplicate) will be prepared by the representatives of the employees concerned, and submitted to the Director of the Division of Labor of the United States Railroad Administration." It was further provided by this circular that brief arguments by both parties to the controversies should be attached to the joint statement of facts and that an adjustment, if possible, should be reached through correspondence, and in the event of failure to reach an adjustment, a representative of the department would be assigned to investigate, and if no agreement is then reached, the matter will be referred back to the Director of the Division of Labor.

By Section "E" of this circular "personal grievances, or controversies, arising under interpretation of wage agreement" were required to be submitted to the Director of the Division of Labor in the same manner as prescribed above.

By General Order No. 27, issued May 25, 1918, the Director General entered into an agreement with the employees of the Roads then under Federal Control for a general increase in wages, and said Order provided for the wages to be paid to each particular class of railway employees. On December 2, 1918, the Director General issued Supplement No. 12 to General Order No. 27, providing that employees on passenger trains (except certain designated employees) should perform the duties enumerated in said supplemental order, and should be classed and paid as brakemen. The plaintiff's claim is based upon this Supplement to General Order No. 27.

While it is denied that the plaintiff has any right or claim to the amount sued for under Supplement No. 12 to General Order No. 27, it is submitted that under circular No. 3, issued by the Director of the Division of Labor, as stated above, required that all employees submit requests for adjustment in wages to the Director of the Division of Labor as a condition precedent to the maintenance of his action. Under this circular there was no discretion with the employees as to what action they would pursue, but they were required when wage controversies arose and no settlement was reached between the Railroad officials and themselves to submit their differences to the Director of the Division of Labor. Failure to submit their differences in the manner therein prescribed will operate as a bar to the assertion of any claim arising out of such differences in a court of law.

The employees of the various roads accepting increases paid under General Order No. 27 cannot now deny the applicability of General Orders Nos. 13 and 29 and circular No. 3oto their case. Having recognized General Order No. 27, they are bound to recognise and be governed by any additional orders or regulations concerning controversies arising under said General Order No. 27.

The Requirement that this Question be submitted for arbitration to the Director of the Division of Labor as a condition precedent to the maintaining of any action thereon is a valid and binding agreement, and will be recognized by the Courts.

Questions concerning the validity and effect of arbitration agreements have been before the courts on numerous occasions, and on their effect the courts are in complete accord. Where the parties undertake by an independent covenant or agreement to provide for an adjustment and settlement of all disputes and differences by arbitration, to the exclusion of the courts, such agreement is invalid and unenforceable as ousting the courts of their jurisdiction, but, on the other hand, where by the same agreement which creates the liability and gives the right, they qualify that right by providing that before a right of action shall accrue, certain facts shall be determined or amounts or values ascertained. Such agreement constitutes a condition precedent to the institution of any action thereon, and until such agreement has been carried out, the courts will refuse to take cognizance of the contract.

In other words, the cases merely hold that parties cannot by contract or agreement deprive the courts of their right to hear and determine disputes between them, but where they leave the general question of liability to be judicially determined, and simply provide a reasonable method of estimating and ascertaining the amount of the loss or liability, such agreement is valid and enforceable.

Under circular No. 8, the employees not represented by the Railway Boards of Adjustment are merely required to submit their requests for adjustment in wages to the Director of the Division of Labor, in order that the exact amount due them could be speedily ascertained and put into effect. No attempt is made to deprive the courts of their jurisdiction concerning the liability of the Railroad Administration to make such payments. The liability under General Order No. 27 is capable of being determined in any court, provided the questions concerning adjustment in wages be first submitted to the Director of the Division of Labor. The parties hereto havermerely in their contract fixed a certain mode by which the amount to be paid shall be ascertained, and upon the amount being ascertained in the manner therein prescribed, the question of the ultimate liability has been left to the courts.

In Hamilton vs. Liverpool Ins. Co., 136 U. S., 242, the court was called upon to construe a condition in a policy of fire insurance, wherein it was provided that any difference arising between the parties as to the amount of loss or damage to the property insured shall be submitted at the written request of either party, to arbitration, and that the decision of the arbitrators should be conslusive as to the amount of loss or damage only, but should not determine the question of liability of the company. The court in sustaining this agreement, stated on page 255, as follows:

> "Such a stipulation, not ousting the jurisdiction of the courts, but leaving the general question of liability to be judicially determined, and simply providing a reasonable method of estimating and ascertaining the amount of the loss, is unquestionably valid, according to the uniform current of authority in England and in this country. Scott v. Avery, 5 H. L. Cas. 811; Veney v. Bignold, 20 Q.B.D. 172; Delaware & Hudson Canal v. Pennsylvania Coal Co., 50 N.Y. 250; Reed v. Washington Ins. Co. 138 Mass. 572,576; Wolff v. Liverpool & London & Globe Ins Co., 21 Vroom, 453, Hall v. Norwalk Ins. Co., 57 Conn. , 57 Conn. 105, 114. The case comes within the general rule long ago laid down by this court: "Where the parties, in their contract, fix on a certain mode by which the amount to be paid shall be ascertained, as in the present case, the party that seeks an enforcement of the agreement must show that he has done everything on his part which could be done to carry it into effect. He cannot compel the payment of the amount claimed, unless he shall procure the kind of evidence required by the contract, or show that by time or accident he is unable to do so." United States v. Robeson, 9 Pet. 319,327. See also Martinsburg & Potomac Railroad v. March, 114 U. S. 549."

In Manson vs. Straights of Dover SS.Co., 99 Fed. 787, the Court was called upon to pass on the validity of an arbitration agreement, providing that should any dispute arise between the parties the matter in dispute should be referred to three arbitrators, and that their decision should be final. The court in holding that this agreement was invalid as ousting the court of jurisdiction clearly distinguished the two classes of agreement, and stated on page 788 and 789 as follows:

> "The agreement in this charter to arbitrate, was purely executory and prospective. It related to no particular dispute, but covered alike the entire subject of any matter in dispute that might thereafter arise. If valid, it would debar either party from a resort to the legal tribunals and oust the courts of jurisdiction. Such agreements ever since Lord Coke's time, and even before, have been held to be no defense to an action in the courts."

"An agreement, however, to submit to arbitration, asquestion of price, value, quantity or damage merely, as it does not oust the courts of jurisdiction of the cause, has long been held to be valid. Scott v. Avery, supra; Hamilaton v. Insurance Co., 136 U.S. 242, 10 Supp. Ct. 945, 34 L. Ed. 419, and cases there cited; Perkins v. Light Co., 21 Blatchf. 309, 16 Fed. 513; Delaware & H. Canal Co. v. Pennsylvania Coal Co., 50 N.Y. 250; Sweet v. Morrison, 116 N.Y. 19, 22 N.E. 276. These constitute a second group of arbitration cases wholly distinguishable from the first."

In Wyckoff v. Woarms, 103 N.Y.Sup. 650, the court upheld an agreement between parties to a contract to submit for arbitration the question as to whether any work had been added to or omitted from the original contract, and if so, the reasonable valuation of such work added or omitted, and it was further provided in this agreement that the decision by the arbitrators as to the value of the work added or omitted should be final and binding. The court on page 656-657 stated as follows;

"The discussion of the learned court points out clearly the objections to this clause p that; it is a general provision, not confined to the rights created by the contract, but covering all possible injuries flowing from the construction and maintenance of the pipes of every kind and class, and quotes with approval the discussion of the court in Delaware & Hudson Canal v. Penn. Coal Co., 50 N.Y. 250, as follows;

The case at bar as clearly falls within the second class as the Seward Case, supra, fell within the first class. Here the only questions agreed to be submitted arise directly under the contract. The first is whether there is work added or omitted, as appears from the drawings and specifications; and the second is the reasonable valuation of such work added or omitted. The determination of these questions is clearly a condition precedent to any right of recovery on the part of the plaintiff under the modified contract, and the conditions named in the third clause are of a like nature, if the plaintiff elects to stand upon his original contract."

In Davisson vs. East Whittier Land & Water Co. (Cal), 96 Pac. 88, the court was calledupon to pass upon the same question as in the above case, and in holding such agreement valid and binding stated on page 89 as follows;

"But when the agreement is that the covenantor shall pay such sum, and only such sum, as shall be determined by arbitrators, the procuring an award is as clearly a condition precedent to an action as if the parties had expressly so provided. So held, with referemde to a contract for the construction of a building in which it was agreed that, should any dispute arise regarding the value of extra work, the same shoudd be valued by arbitrators . . . . The distinction between the two classes of cases stated is that in the former the parties undertake by an independent covenant or agreement to provide for an adjustment and settlement of all disputes and differences, to the exclusion of the courts, and in the latter they merely, by the same agreement which creates the liability and gives the right, qualify the right, by providing that, before any right of action shall accrue, certain facts shall be determined, or amounts and values ascertained; and this is made a condition precedent,either in terms or by necessary implication."

Under the Act of Congress of August 29, 1916, empowering the President to take possession of systems of transportation, and Act of March 21, 1918, as to operation of transportation systems under federal control, Section 9 of which gives the President all powers necessary or appropriate to give effect to the powers of regulation and control. The President's appointment of a Director General and the orders of the Director General, Nos. 13 and 29, and circular No. 8 of the Director of the Division of Labor, issued upon the approval of the Director General, requiring "requests for adjustment in wages by employees" to be submitted to the various railway boards of adjustment, or to the Director of the Division of Labor, are valid, and in the absence of compliance with such orders and circular no action can be maintained by the employees on matters pertaining to wage adjustments.

This question has been indirectly decided in Rhodes v. Tatum (Tex) 206 S.W., 114, wherein the Act of Congress, known as the Federal Control Act, and the Proclamation of the President appointing the Director General, and General Orders Nos. 18 and 18-a and 26, were sustained. In this case a right of mandamus was applied for to compel the District Court to proceed with the trial of a case then pending in the District Court, and which had been postponed during Federal Control, in accordance with General Order No. 26 of the Director General. This Order provided that cases against any carrier under federal control should be postponed until the termination of federal control, except that "in the event of unnecessary hardship in any case either party may apply to the Director General for relief, and he will make such order therein as the circumstances may require, consistent with the public interests." The petitioner for the writ of mandamus did not apply to the Director General in the manner provided for above, and the court held that such action was a condition procedent to his right to maintain the suit, stating on page 118 as follows:

"General Order No. 26 further provides:

'In the event of unnecessary hardship in any case either party may apply to the Director General for relief and he will make such order therein as the circumstances may require, consistent with the public interest.'

It does not appear that relator has applied to the Director General for relief before filing his petition for mandamus in this court, and we incline to the opinion that such application is a condition precedent to his right to appear here. An extraordinary emergency exists; the welfare of the nation is in jeopardy. As war measures the acts of Congress referred to above, and the orders issued in accordance with such acts, must be deemed to be necessary and proper under all circumstances."

It is therefore submitted that under the provisions of circular No. 3 issued by the Director of the Division of Labor, the plaintiff is barred from asserting his claim in this suit for the reason that he failed to comply with said circular.

As a further reason for dismissing this suit for failure to apply to the Director of the Division of Labor for an adjustment of wages, it is submitted that were this position not sustained the courts of this state and of many other states would have before them innumerable controversies arising out of this question and other questions concerning wages between the Director General and other employees, with the result that in many instances the courts would be at variance as to the amount which these men would, or ought to receive from the Administration, in accordance with the agreement between them. Such a situation would prove a great burden to the Administration, and would result in great injustice to a large number of employees. If, however, the question is required as it is to be submitted to the Director of the Division of Labor, all decisions upon a similar statement of facts will be uniform and in harmony, and the Administration will be able to ascertain with certainty their position respecting claims for back pay. Under the broad powers of the Federal Control Act the President was authorized to exercise such further powers as may be necessary to carry out the act, and it is easily

conceivable that the appointment of the various boards of adjustment was absolutely necessary for the effective operation of the transportation system. The carriers, prior to federal control, had similar agreements and the Director General was merely continuing the policy adopted by the carriers before he assumed control of the transportation system.

The General Orders and circular, hereinbefore referred to, having been issued under and by virtue of a federal statute which has been upheld in all cases, such orders are absolutely binding on the courts and compliance with these orders must be shown before any action can be maintained. This reasoning can be easily supported by assuming that a case arising under a similar state of facts had been presented to the Director of the Division of Labor, who, after full and complete hearing, had reached a conclusion that these men did not perform the duties enmumerated in Supplement No. 12 to General Order No. 27, and assuming that the Court, or some other Court, had held upon a similar state of facts that plaintiff was performing the duties enmumerated in Supplement No. 12 to General Order No. 27. It is clear that under the express provisions of Section D of circular No. 3, hereinbefore referred to, that no such situation was contemplated, but that the Director of the Division of Labor was the sole and only person qualified and having the authority to determine such controversies.

For support of this contention the case of Texas & Pac. Ry. Co. v. Albine Cotton Oil Co., 204 U.S., 426 is pertient. In that case the defendant sought to recover a certain sum on the grounds that the rate charged was unreasonable and discriminatory. The rate charged had been filed with the Interstate Commerce Commission, and held by them to be reasonable. The Court, in holding that the Interstate Commerce Commission was the sole and only body capable under the Interstate Commerce Act of determining whether rates were reasonable, or unreasonable, stated on page 440 as follows:

"For if, without previous action by the Commission, power might be exerted by courts and juries generally to determine the reasonableness of an established rate, it would follow that unless all courts reached an identical conclusion a uniform standard of rates in the future would be impossible, as the standard would fluctuate and vary, dependant upon the divergent conclusions reached as to reasonableness by the various courts called upon to consider the subject as an original question. Indeed the recognition of such a right is wholly inconsistent with the administrative power conferred upon the Commission and with the duty, which the statute casts upon that body, of seeing to it that that statutory requirement as to uniformity and equality of rates is observed. Equally obvious is it that the existence of such a power in the courts, independent of prior action by the Commission, would lead to favoritism to the enforcement of one rate in one jurisdiction and a different one in another, would destroy the prohibitions against preferences and discrimination, and afford, moreover, a ready means by which, through collusive proceedings, the wrongs which the statute was intended to remedy could be successfully inflicted. Indeed no reason can be perceived for the enactment of the provision endowing the administrative tribunal, which the act created, with power, on due proof, not only to award reparation to a particular shipper, but to command the carrier to desist from violation of the act in the future, thus compelling the alteration of the old or the filing of a new schedule, conformably to the action of the Commission. If the power was left in courts to grant relief on complaint of any shipper, upon the theory that the established rate could be disregarded and be treated as unreasonable, without reference to previous action by the Commission in the premises. This must be, because, if the power existed in both courts and the Commission to originally hear complaints on this subject, there might be a divergence between the action of the Commission and the decision of a court. In other words, the established schedule might be found reasonable by the Commission in the first instance and unreasonable by a court acting originally, and thus a conflict would arise which would render the enforcement of the act impossible."

> Under telegraphic instructions of the Director General, dated May 29, 1920, and June 28, 1920, all questions at issue arising prior to March 1, 1920, between employes of the roads formerly under Federal Control, and the Administration, involving claims for money payments, were required to be submitted to the Director General of Railroads, or to the Railway Boards of Adjustment by July 15, 1920, and plaintiff having failed to present his claim to the Director of the Division of Labor of the United States Railroad Administration within the time prescribed by the Director General, is now barred from asserting his claim.

Assuming that we can prove that the above telegrams were communicated to Crump either by actual or constructive notice, the plaintiff would be bound thereby, and would be barred from asserting his claim after having failed to present it to the proper authorities within the time prescribed by the Director General.

The validity of these telegrams can be sustained upon two separate grounds -

First: Under the broad powers given to the President in the Federal Control Acts, the President or his authorized agent has authority to take the necessary steps to issue the necessary orders to insure the carrying out of the powers conferred by said Acts.

See - Rhodes v. Tatum, 206 S.W. 114.

Second: It is within the powers of the Director General under the common law, to limit the time within which claims may be filed, provided the claimant is given a reasonable time for filing claims.

Similar questions have on numerous occasions been before the courts on the question of limiting the filing of claims on insurance policies within a specified time, and also provisions in bills of lading limiting the time within which claims may be filed. Such provisions have been uniformly upheld by the state and Federal courts, although in these instances they arise out of a contract between the parties. It is therefore absolutely necessary to make this telegram binding that we prove notice to the plaintiff, either actual or constructive, of its contents.

In Riddlesbarger v. Hartford Ins. Co. 7 Wall. 386, the Supreme Court held a condition in a fire insurance policy providing that no action against the insurers for the recovery of any claim should be sustained, unless action commenced within twelve months after the loss shall have occurred, the court stating on p. 390 as follows -

> "The policy of these statutes is to encourage promptitude in the prosecution of remedies. They prescribe what is supposed to be a reasonable period for this purpose, but there is nothing in their language or object which inhibits parties from stipulating for a shorter period within which to assert their respective claims. It is clearly for the interest of insurance companies that the extent of losses sustained by them should be speedily ascertained, and it is equally for the interest of the assured that the loss should be speedily adjusted and paid. The conditions in policies requiring notice of the loss to be given, and proofs of the amount to be furnished the insurers within certain prescribed periods, must be strictly complied with to enable the assured to recover. And it is not perceived that the condition under consideration stands upon any different footing. The contract of insurance is a voluntary one, and the insurers have a right to designate the terms upon which they will be responsible for losses. And it is not an unreasonable term that in case of a controversy upon a loss resort shall be had by the insured to the proper tribunal, whilst the transaction is recent, and the proofs respecting it are accessible."

In Express Company v. Cardwell, 21 Wall. 264, the court upheld an agreement of the Express Company, wherein it was provided that the company should not be held liable for any loss or damage unless claim should be made therefor within ninety days from the delivery of the property, the court stating on pages 268, 269, 270 and 271 as follows -

> "But an agreement that in case of failure by the carrier to deliver the goods, a claim shall be made by the bailor, or by the consignee, within a specified period, if that period be a reasonable one, is altogether of a different character. It contravenes no public policy. It exempts no negligence. It is perfectly consistent with holding the carrier to the fullest measure of good faith, of diligence, and of capacity, which the strictest rules of the common law ever required. And it is intrinsically just, as applied to the present case. The defendants are an express company. We cannot close our eyes to the nature of their business."

> "Policies of fire insurance, it is well known, usually contain stipulations that the insured shall give notice of a loss, and furnish proofs thereof within a brief period after the fire, and it is undoubted that if such notice and proofs have not been given in the time designated or have not been waived, the insurers are not liable. Such conditions have always been considered reasonable, because they give the insurers an opportunity of inquiring into the circumstances and amount of the loss, at a time when inquiry may be of service. And still more, conditions in policies of fire insurance that no action shall be brought for the recovery of a loss unless it shall be commenced within a specified time, less than the statutory period of limitations, are enforced, as not against any legal policy.
>
> Telegraph companies, though not common carriers, are engaged in a business that is in its nature almost, if not quite, as important to the public as is that of carriers. Like common carriers they cannot contract with their employers for exemption from liability for the consequences of their own negligence. But they may by such contracts, or by their rules and regulations brought to the knowledge of their employers, limit the measure of their responsibility to a reasonable extent."

> "We think, therefore, the limitation of the defendants' common-law liability to which the parties agreed, as averred in the plea, was a reasonable one, and that the plea set up a sufficient defense to the action."

In Mo. Kan. and Tex. Ry. v. Harriman, 227 U.S. 657, the court held that it was within the rights of a carrier under the Carmack Amendment to limit its liability by providing that suits should be brought within a reasonable time, the court stating on p. 672, 673 as follows -

> "The policy of statutes of limitation is to encourage promptness in the bringing of actions, that the parties shall not suffer by loss of evidence from death or disappearance of witnesses, destruction of documents or failure of memory. But there is nothing in the policy or object of such statutes which forbids the parties to an agreement to provide a shorter period, provided the time is not unreasonably short. That is a question of law for the determination of the court. Such stipulations have been sustained in insurance policies. Riddlesbarger v. Hartford Insurance Co., 7 Wall. 386. A stipulation that an express company should not be held liable unless claim was made within ninety days after a loss was held good in Express Company v. Caldwell, 21 Wall. 264. Such limitations in bills of lading are very customary and have been upheld in a multitude of cases. We cite a few:
> Central Vermont Railroad v. Soper (1st C.C.A.), 59 Fed. Rep. 879; Ginn v. Ogdensburg Transit Co. (7th C.C.A.), 85 Fed. Rep. 985; Cox v. Central Vermont Railroad, 170 Massachusetts, 129; North British &c. Insurance Co. v. Central Vermont Railroad, 9 App. Div. (N.Y.) 4, aff'd 158 N.Y. 726. Before the Texas and Missouri statutes forbidding such special contracts, short limitations in bills of lading were held to be valid and enforceable. McCarty v. Gulf &c. Ry., 79 Texas, 33; Thompson v. Chicago &c. Ry., 22 Mo. App. 521. See cases to same effect cited in 6 Cyc., p. 508. The provision requiring suit to be brought within ninety days is not unreasonable."

In W. H. Mitchell & Co. v. Atl. Coast Line R. Co. (Ga.) 84 S.E. 227, the court held that a limitation in a bill of lading stipulating that the carrier should not be liable for loss or damage unless claim therefor is made within ten days after delivery of property, or after due time for delivery thereof, was valid, the court stating on p. 229, p. 230, as follows -

"The only direct authority on the precise point since the passage of the Carmack amendment, that we have found, is from our own Supreme Court, which in the case of Post v. A.C.L.Rd Co. 138 Ga. 764, 76 S.E. 45, said, in dealing with a contract containing a provision similar to the one here involved:

'However, this may be held, that section of the act (Carmack Amendment) does not prohibit an agreement providing a reasonable time within which the shipper shall present his claim or give notice of claim for loss or damage, and that the carrier shall not be liable unless such notice is given or claim made within the prescribed time.'

Here it will be seen that no allusion is made to any consideration to support the time limitation referred to; and upon investigation we find that this ruling is in line with quite a long array of decisions of that court, as well as other courts, upholding the validity of limitations as to time of loss or damage under policies of insurance and other contracts, and for which no special consideration is given. We are inclined to think that we are bound by the decision in Post v. A.C.L.Rd. Co., supra., as a precedent upon the point here raised; but, whether it is conclusive on the point or not, we hold in the absence of any controlling decisions to the contrary, and in view of the sound and logical reasoning given in the quotations from the Harriman case and from Moore on Carriers, that such contracts, when reasonable as to time, are valid and binding, even though no special consideration be given therefor."

See also Central Vt. R.R. v. Soper, 59 Fed. 878
Ginn v. Ogdensburg Transit Co. 85 Fed. 985
North British &c. Ins. Co. v. Central Vt. R.R. 158 N.Y. 726

It is therefore submitted that the plaintiff is now barred from asserting this claim for failure to submit the same to the Director of the Division of Labor within the time specified in the telegram of the Director General.

CRUMP V. PAYNE

The Act of Congress known as the Federal Control Act, the proclamation of the President in pursuance of said Act, and the Orders of the Director General are public documents constituting a part of the law of the land, of which all persons are charged with notice, and of which the courts must take judicial notice.

There is no question as to the fact that the courts are required to take judicial notice of the proclamations of the president, and various orders, rules and regulations issued by the various executive departments of the government. Where these orders are issued in pursuance of a Federal statute, they become a part of the law of the land, and all persons are charged with constructive knowledge of their contents.

In West v. N.Y.N.H. & H. RR Co., (Mass.) 123 N.E. 621, General Order No. 18-A of the Director General was involved, and the court in the case hold that the President's Proclamation and the orders of the Director General are public documents, and the court was bound judicially to notice, the court stating on p. 623 as follows:

> "But the President's proclamation is a public act of which all courts are bound to take judicial notice, and to which all courts are required to give effect. Armstrong v. United States, 13 Wall. 154, 20 L. Ed. 614. And the President may direct and empower as in the case at bar a representative to carry out the powers conferred upon him by Congress. The act of the representative is the act of the President. Wilcox v. Jackson, 13 Pet. 498, 10 L. Ed. 264; Williams v. United States, 1 How. 290, 11 L. Ed. 135.
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> We accordingly take notice of the general orders promulgated by the Director General in so far as they are applicable to the present case even if they have not been called to our attention by counsel. Brown v. Piper, 91 U.S. 37, 23 L. Ed. 200; Jones v. United States, 137 U.S. 202; 11 Supp. Ct. 80, 34 L. Ed. 691; Jenkins v. Carlisle, 145 U.S. 546, 12 Supp Ct. 868, 36 L. Ed. 812, 15 R.C.L. 'Judicial Notice' Art. 40, and cases cited in notes 11, 12 and 13; Wigmore on Evidence, Art. 2565."

Western Union Tel. Co. v. Conditt (Tex) 223 SW 234.

In that case action was brought against the Western Union Tele. Co. subsequent to the President's proclamation assuming control of all telegraph lines in the United States and in the Supreme Court the suit was dismissed, the court taking judicial notice of the proclamation of the President and the orders of the Postmaster General issued in pursuance of the President's proclamation. The court stated on p. 235 as follows -

"Copies of the joint resolution of Congress empowering the President to assume control, supervision and possession of telegraph, telephone and radio systems, the President's proclamation thereunder, the order of the Postmaster General in assuming control under the President's direction, and certain excerpts from the Congressional Record relating to the consideration of the joint resolution in the United States Senate are all, by agreement of counsel for appellant and appellee, approved by the trial court, inserted in the record. The resolution of Congress and the proclamation of the President, as well as all public orders issued thereunder, constitute a portion of the law of the land, of which all courts, state and federal, are bound, under the general rule adducible from the decisions, to take judicial notice, and which should be construed is conformity with the federal decisions. Such federal decisions, as well as those of the states, conclusively support the proposition that whatever cause of action appellee sets up in his petition is one exclusively against the government of the United States, as to which the jurisdiction of the district court of Hill county could not be involved."

In Caha v. United States, 152 U. S. 211, the court held that the courts are required to take judicial notice of the rules and regulations prescribed by the Interior Department, the court stating on p. 221 and 222 as follows:

"Another matter is this: The rules and regulations prescribed by the Interior Department in respect to contests before the Land Office were not formally offered in evidence, and it is claimed that this omission is fatal, and that a verdict should have been instructed for the defendant. But we are of opinion that there was no necessity for a formal introduction in evidence of such rules and regulations. They are matters of which courts of the United States take judicial notice. Questions of a kindred nature have been frequently presented, and it may be laid down as a general rule, deducible from the cases, that wherever, by the express language of any act of Congress, power is entrusted to either of the principal departments of government to prescribe rules and regulations for the transactions of business in which the publicis interested, and in respect to which they have a right to participate, and by which they are to be controlled, the rules and regulations prescribed in pursuance of such authority become a mass of that body of public records of which the courts take judicial notice."

See also -

Knight v. U. S. Land Assoc. 142 U.S. 161
Jenkins v. Collard, 145 U.S. 546
Armstrong v. U.S. 13 Wall. 154
Jones v. U.S. 137 U.S. 202

Plaintiff has accepted pay checks which on their face are receipts "in full for services rendered" during time which plaintiff now claims additional pay, and plaintiff is therefore stopped to claim any further or additional amounts .

This question appears to me to be one of the weakest ones relied upon by us for the defense to plaintiff's claim, as it is always possible for plaintiff to go behind receipts and show further amounts due and owing. Another difficulty arises by virtue of our statute defining what constitutes part payment. It may be possible for us to raise by virtue of these checks a prima facie presumption of payment, which would shift the burden of proof to plaintiff to establish the contrary.

Where a receipt is not impeached for mistake, error, or fraud, it is evidence of payment between the parties and is a ratification and acceptance of the payments claimed as receipts in said receipt. Scott v. Nor. & Wes. RR Co., 90 Va., 241-244:

"Aside from this the case is clearly with the defendant in error on the merits without its application, the plaintiff in error having receipted in full of all demands under the contract, and received payment for such ties as he hauled and delivered under the contract.

This release and receipt was rejected by the circuit court as immaterial, and the defendant in error assign such action as error against them under Rule IX of this court it made a part of the record by bill of exceptions. It was a complete defence to the action of the plaintiff against them under the contract sued on, and they had a right to have it presented to a jury.

Tate's Exor. v. Jojes, 98 Va., 544-545-6:

"On the 29th day of August, 1874, W.N.McCready, one of the residuary legatees, gave the administrator a receipt in full of the interest which he took under the will, and on the 2d day of September following he executed as assignee of his brother, John L. McCready, another residuary legatee a receipt of the administrator, in full of that interest.

On the 26th day of August, 1875, Thomas F. McCready, the other residuary legatee, and the party under whom the complainant claims, executed a receipt to the administrator, in full of his interest in the estate. The geniuneness of this receipt is disputed by the complainant.

Subsequent to the date of those receipts, the administrator collected more than three hundred dollars on judgments rendered in his favor as administrator before the receipts were given. The receipts being in full of all the interest which the parties giving them had in the testator's estate, the presumption is that the amounts due on those judgments were embraced in the settlement of calculation made when the receipts were given.

That presumption, however, is only prima facie, and in a case like this would be more easily rebutted than where the party taking the receipt did not occupy a fiduciary relation.

There is nothing, however, in this case tending to rebut that presumption. After the execution of those receipts, and until the administrator's death, a period of seventeen or eighteen years, all the parties in interest seem to have treated the accounts of the administrator as settled, so far as their interests were concerned."

Under the above authorities the giving of a receipt "in full of all demands" raises a prima facie presumption of payment, and the burden of disproving such payment is transferred to the plaintiff.

The acceptance of a check containing the words "in full of all demands" raises a prima facie presumption that it is in full payment and discharge of all previously existing liabilities, and the burden of overcoming thds presumption rests upon the plaintiff. In Lurty v. Lurty, 107 Va., 466, the court was called upon to consider an instruction given in the lower court as to the effect of a check given to the creditors purporting to be "in full of all demands". The following instruction given by the lower court was sustained by the Court of Appeals:

"The instruction complained of tells the jury that if they believe from the evidence that the plaintiff . . . . . accepted and collected the check . . . bearing upon its face the statement that the same was 'in full of all demands', such acceptance and collection . . . raises a prima facie presumption that the same was in full payment and discharge of all previously existing liabilities . . . . and the burden of overcoming such presumption by direct or circumstantial evidence . . . rests upon the plaintiff, and unless such presumption is overcome by a preponderance of the evidence, they must find for the defendant'. This instruction propounds a familiar and correct proposition of law, and was relevant to the issues and evidence in the case."

Under the above case, it would seem that we are entitled in the instant case to a similar instruction, and that we can show a prima facie presumption of payment by virtue of this case, and this presumption must be overcome by the plaintiff by a preponderance of the evidence. See also Myers v. Doherty (Wis) 126 Amer.St.Rep., 967, 971.

It would seem clear that we can only rely upon a prima facie presumption of payment in the instant case in view of the express provision of Section 5765 Code of 1919, providing that part performance of an obligation promise &c. shall be considered as extinguishing the debt only "when expressly accepted by the creditor in satisfaction and rendered in pursuance of an agreement for that purpose". Under the provision of this statute it is necessary that the creditor expressly accept the part payment in satisfaction of the whole debt, and that such part payment be rendered in pursuance of an agreement between the parties made for that purpose. I do not think that we can show a sufficient compliance with this statute to bring ourselves within its terms. Furthermore the burden of proof is on the debtor to bring himself within the provisions of this section. Standard Sewing Machine Co. v. Gunter, 102 Va., 568; Thomas v. Brown, 116 Va. 233.

Acceptance of pay as train porter under Supplement 26 General Order 27 is a bar to any claim under Article 6 of General Order 27 and Supplement 12.

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(1) There is no question that plaintiff is only entitled to the pay received as a porter under Supplement No. 26 to General Order 27 from and after the date on which Supplement No. 26 became effective. Supplement 26 provided a new basic pay for train porters raising the basic months pay from $60. per month to $85. per month, and plaintiff has accepted pay under this supplement, which is an admission on his part that he was only performing the duties of a train porter. He is therefore estopped to claim now compensation as a brakeman after having accepted pay as a porter under Supplement No. 26. Mathison v. New York Central and H.R.R. Co., 76 N.Y.S. 89, 91-

"But granting, for the argument, that the running of this switch engine was outside of the sphere or scope of his employment, as held by the referee, I am still of the opinion that the judgment is not justified. Even then the surrounding circumstances may indicate an intention to make the additional service a part of the service for which the wages named in the original contract should compensate. The plaintiff was employed by the month and paid by the month. The defendant has the clear right to discharge him at the end of any month. The defendant might change the nature of that employment, and radically, if he chose. After the expiration of the first month at least the contract must be deemed to include all service required, whether or not it be additional to the service specified upon the original hiring."

(2) Acceptance of pay under Supplement No. 26, after Supplement 12 has been issued, is an admission on the plaintiff's part that he is not within the provisions of Supplement 12, and he is therefore estopped to claim any additional compensation under Supplement 12.

There is no question but that the act of plaintiff in accepting pay as train porter under Supplement 26 will have great weight in sustaining our contention that plaintiff was not qualified and regularly required to perform the duties enumerated in Supplement 12. I do not believe, however, that we can sustain our contention of estoppel on this question. The jury, however, will be entitled to consider this fact as tending to prove that plaintiff is not within the provision of Supplement 12. This question is entitled to greater weight by reason of the fact that we are positive that plaintiff had actual notice of the contents of Supplement 12, as we understand that he was one of the main men responsible for the issuance of this order. Having knowledge of the contents of the order, and with such knowledge before him, he accepted pay under Supplement 26, which provided for increase of pay to train porters. This act on his part clearly establishes the fact that he did not consider himself within the provisions of Supplement 12.

The only Virginia case which I have been able to find which is at all similar is the case of Norfolk Hosiery Co. v. Westheimer, 121 Va. 130. This case involved an action by a traveling salesman of the Norfolk Hosiery Co., for additional compensation claimed under the con-

tract with the company. The original contract provided for the payment by the company of $200. per month, and the company contended that this contract was subsequently amended so as to reduce the amount to $150. per month. Plaintiff accepted several checks for $150. accompanied by statements of account between the parties, and the company contended that their salesman was estopped to claim an additional amount under the original contract. The Court held that the plaintiff would not be estopped from claiming such additional amount, unless it was shown that the defendant was mislead to its prejudice, and this not having been shown, the court allowed the plaintiff to recover this additional amount. The court stated on p. 136 as follows -

> "The remaining position urged in bar of the plaintiff's recovery is, that he is estopped from drawing a larger salary per month than that shown to be due him by said remittance statements, by his acceptance of the payments made him accompanied by such statements.
>
> This position could be maintained only in the event that the defendant was misled thereby to its prejudice, in that it was thus led to continue the employment of plaintiff beyond the term it was legally bound to continue it.
>
> We have seen that this was not true in the case at bar, hence this position is untenable."

It is submitted, however, that this case is not in point with the present case, for the reason that in this case the plaintiff has over a long period of time accepted the pay given him without protest on his part, and has thereby prejudiced the defendant by leading it to believe that such pay was accepted in full for all services rendered.

It is also submitted that by use of another well-known principle of law, we can sustain our contention that the plaintiff in this case is estopped from claiming additional compensation. It is a well-known principle of law that the courts consistently follow that where a question arises involving the construction and interpretation of a contract, the courtsgive great consideration and weight to practical construction placed upon the contract by the parties themselves, and where this construction has been acquiesced in by both parties for a long period of time, the courts will uphold such construction.

The plaintiff by accepting pay as a train porter under General Order 27 and Supplement 26 thereto, after the promulgation of Supplement

12 to General Order 27, has accepted his employer's understanding of the contract, and has waived all claim to additional compensation. The plaintiff for a number of years, while in the employ of the Seaboard, has from time to time performed certain of the duties enumerated in Supplement 12, and was paid by the company the regular pay of a train porter. Shortly after the beginning of Federal Control, the Director General, by Order 27, made a new wage agreement with the employes of all roads under Federal control. Article 6 of this General Order provided that colored men performing the same duties as white men should be paid at the same rate. Notwithstanding this provision, and the fact that the plaintiff continued to perform certain duties of brakeman, he continued to accept pay as a train porter, and receipted each month in full for such services. At the instigation of the porters, Supplement 12 to General Order 27 was issued for the purpose of carrying into effect the intention of Article 6 of General Order 27. Assuming that plaintiff performed the duties enumerated in Supplement 12 to General Order 27, and was entitled to be paid the same rate as was paid to white brakemen or flagmen, nevertheless the plaintiff, knowing of the existence of this supplement, continued to accept the pay of a train porter. Subsequent to Supplement 12, Supplement 26 was issued, which increased the basic month's pay for all train porters not provided for in Supplement 12 to General Order 27. This supplement clearly was intended to increase the pay of all train porters who were performing strictly train porters' work, and did not affect train porters who were being paid under Supplement 12. After the issuance of this supplement, the plaintiff accepted, and has continued to accept, the increased pay provided for therein, thereby acquiescing in the defendant's construction of the contract. The act of the plaintiff in accepting the pay of a train porter through this entire period, and receipting in full each month for his services without protest, has induced the defendant to believe that he has accepted this amount in full for all services rendered, and he is now estopped to claim any additional compensation.

This contention is sustained by the following authorities -

The proposition that the courts give great weight to the practical construction placed upon a contract by the parties themselves is sustained by the following Virginia cases -

Holland v. Vaughn, 120 Va. 324, 328

> "No rule for the construction of written instruments is better settled than that which attaches great weight to the construction put upon the instrument by the parties themselves; and the evidence is conclusive that from June 2, 1903, the date of her deed, until Mrs. Vaughan was requested by Mr. Holland to correct the alleged mistake by uniting in the deed from Keller and wife to him in February 1911, she made no claim whatever to the Vallie Harrison tract. That Keller construed her deed as conveying the land involved is abundantly proven by his having taken and held undisputed possession of it during all that period."

Glenn v. Augusta Perpetual &c. Co. 99 Va. 695,701

> "There is another test, which, when applied to the facts of this case, is most persuasive in arriving at the true intention of the parties, and that is: Neither John Kroder, the original purchaser, nor the appellant, ever demanded or took possession of or exercise any acts of ownership or control whatever over the land in controversy; and the rule is, that 'Where the meaning of an instrument is doubtful, evidence of the acts of the parties may be admitted to show the intent.' 2 Devlin on Deeds, Sec. 840; Bank v. McVeigh, 32 Gratt. 530, 541; Knick v. Knick, 75 Va. 12,20; Grubb v. Burford, 98 Va., 553, 558; and King v. N.&W. Rwy.Co., ante p. 625."

See also Knick v. Knick, 75 Va. 12.

In butler Bros. Hoff Co. (Inc.) v. Virginian Rwy. Co., 113 Va. 28, a somewhat similar question arises as is involved in the instant case. In that case a railroad contractor who throughout the construction of the work had by his acts and conduct placed the same construction upon the contract as did the railway company, and who had accepted the company's cla sification of the material removed was held to have acquiesced in such construction, and cannot after the completion of the work claim a high classification, although he may have secretly, during the progress of the work, determined that he was entitled to the higher classification, and would insist upon it after completion. Such

uncommunicated determination could not affect the rights of the company.

The court stated on ppg. 35 and 36 as follows -

> "Whatever may have been the construction placed upon the contract by the appellant in secret and unknown to the railway company, it cannot be considered in determining either the practical construction placed upon it by the parties or the acquiescence of the appellant in the construction placed upon it by the railway company, N.&W. Ry. Co. v. Mills, 91 Va. 632, 22 S.E. 556. It is clear, therefore, that during the entire time the work in the cut was being done, the appellant, by its acts and conduct, placed the same construction upon the contract, as to the matter now under consideration, as did the railway company.
>
> In Kidwell v. B.&O. RR Co., 11 Gratt. (53 Va) 676, it was held that a railroad contractor for the construction of a bridge, having received the monthly estimates, based upon a particular construction of the contracts, without objection during the progress of the work, had acquiesced in that construction. In that case, Judge Moncure, speaking for the court, after stating the facts and circumstances showing the conduct of the parties during the progress of the work (and which were at least as favorable to the contractor's contention in that case as are the facts and circumstances of this case to the appellant's contention), said: 'Under all these circumstances, I am of the opinion that whatever may be the true construction of the contracts, the appellant acquiesced in the construction placed upon them by the appellees, and is concluded by such acquiescence from claiming a higher compensation for the masonry than the prices stipulated for in the contracts and allowed in the final estimates.'
>
> In Knopf v. R.F.&P.RR Co., 85 Va. 769, 8 S.E. 787, it was held that the practical construction put by the parties upon the terms of their own contract was not only to be regarded, but, where there is any doubt, it must prevail, even over the literal meaning of the contract; citing, among other authorities, District of Columbia v. Callaher, 124 U.S. 505, 510, 31 L. Ed. 526, 8 Sup. Ct. 585, 588, in which it was held that 'the practical construction which the parties put upon the terms of their contract, and according to which the work was done, must prevail over the literal meaning of the contract, according to which the defendant seeks to obtain a deduction in the contract price.'"
>
> "We are of the opinion that the practical construction placed upon the terms of the contract as to the classification of the work in the cut during the entire period in which the work was being done should prevail over the construction now insisted on by the appellant, by which it seeks to obtain a new classification and a largely increased compensation for its work."

In Levi v. Reid, 91 Ill.App.430, an employe brought an action for additional compensation for services alleged to be due by reason of his having worked overtime. The employe, however, had continued in his emplpyment working over the usual hours when requested without protest;

and received his stipulated weekly wages, knowing that his employer regarded it as full payment for his week's work. The court held that the plaintiff accepted the employer's understanding of the contract, and had waived all claim to additional compensation, the court stating on p. 432 as follows:

> "If he had understood his contract as entitling him to extra pay for over hours, there would have been no need of secrecy in keeping this memorandum nor of postponing its presentation for more than a year, and until he left or was discharged. By continuing in his employment, working over the usual hours when requested, without protest, and receiving the stipulated weekly wages, knowing, as his conduct shows he did, that his employer regarded it as full payment for his week's work, he accepted his employer's understanding of the contract as his own, and waived all claim to additional compensation."

In Bartlett v. Street Ry. Co. of Grand Rapids (Mich) 46 N.W. 1034, the same question was involved as arose in the above case, and the court in denying the additional compensation claimed, stated on p. 1035, as follows:

> "He settled twice a month, and these settlements were binding upon him. If he had any claim for overtime he should have insisted upon it when these settlements were made. He kept silent as to his rights, if he had any, when he should have spoken. The law now estops him from speaking. Law is founded in common sense and common honesty. Measured by these principles, plaintiff's claim is absolutely destitute of merit or legal standing. The judgment is in direct conflict with the rule so often recognized in this court."

In forster v. Green (Mich) 69 N.W. 647, the same question was involved, and the court in following the Bartlett case, supra, stated on p. 648 as follows:

> "And when the fact is taken into account that for nearly two years thereafter he signed a receipt in full for his services at the end of each month, the rank injustice of permitting him to assert a secret intention to make an additional charge for his services is plainly manifest."

In Davis v. Detroit Boat Works, (Mich) 80 S.W. 38, the same question was involved, and the Bartlett case was again affirmed, the court stating on p. 38 as follows:

"I think the instruction was correct. He is bound by his settlements. He knew that Ballin did not settle with or pay him. The settlements and receipts were binding upon him, and bat recovery. He kept silent when he should have spoken. The law estops him to speak afterwards. No better illustration of the wisdom of this rule can be found. For five years plaintiff claimed he was entitled to overtime, but kept no accounts. He settled with his employer weekly, and meanwhile to no agent of his employer did he mention this claim until nearly four months after he had left his empl y."

It is submitted that under the above principles, the plaintiff by having accepted the pay of a train porter over the entire period for which he now claims additional compensation, he has acquiesced in his employer's construction of the contract, and is now estopped to claim such additional amount.

115-2
Special Art

First
Ans

CRUMP V. PAYNE

Outline of Argument for Defense.

I.

Failure to submit claim to Director of Division of Labor bars plaintiff from maintaining this action.

(a) Introduce General Orders Nos. 13, 26 and 29, and circulars Nos. 3 and 97, requiring submission of wage controversies to the Director of the Division of Labor.

(b) For authorities sustaining this contention see memorandum marked "Memorandum No. 1."

(c) For instructions to jury covering this question, see Instruction No. 1.

II.

Failure of plaintiff to file claim with Division of Labor prior to July 15, 1920, bars plaintiff from maintaining this action.

(a) Introduce telegraphic orders of the Director General, dated May 29, 1920 and June 28, 1920.

(b) For authorities sustaining this contention see attached memorandum.

(c) For instructions to jury covering this question see Instruction No. 2.

III.

In connection with the necessity of plaintiff to submit claims to arbitration, see Sections 301, 311-c and 312 of Transportation Act, 1920.

IV.

If plaintiff claims no knowledge of General Orders 13, 26 and 29 and circulars 3 and 97, see memorandum attached to the effect that these orders are public documents, of which plaintiff is charged with constructive notice, and of which the court must take judicial notice.

V.

Prima facie presumption of payment raised by plaintiff having accepted pay checks, which on their faces are receipts in full for all wages due to date.

(a) Introduce checks fof plaintiff.

(b) If plaintiff raises question as to verification of signature, place Mr. D. P. Russell, cashier of company at Richmond on stand to prove plaintiff's mark.

(c) For authorities sustaining this contention see attached memorandum.

(d) For instruction covering this point see Instruction No. 3.

VI.

Acceptanceof pay under Supplement 26 is a bar to any claim under Article 6 of General Order 27 and Supplement 12.

(a) Introduce in evidence General Order 27 and Supplement 12 and 26.

(b) Introduce statements from division auditor showing payments under Supplement 26 and call attention to check previously introduced showing payment under Supplement 26.

(c) For authorities sustaining this point, see attached memorandum.

(d) For instruction on this point see Instruction No. 4.

VII.

Plaintiff was not qualified and regularly required to perform duties enumerated under Supplement 12 to General Order 27.

(a) Place Mr. Forster, train master on stand to prove that plaintiff was not qualified and regularly required to perfomm these duties.

(b) Prove by Mr. Forster standard written examination required of all regular brakemen and flagmen.

(c) Place Conductor Haddock on stand to prove plaintiff not qualified and regularly required to perform the duties enumerated in Supplement No. 12. Conductor Haddock will also be in position to testify that on a number of occasions he is positive plaintiff did not perform any of the duties required in Supplement No. 12.

See attached statement.

(d) For memorandum on this question, see attached memorandum together with statements of Conductor Haddock, and trainmaster Forster.

(e) For instructions on this question see instructions Nos. 6 and 5.

VIII.

If plaintiff raises any question as to the authority of the Director General to issue orders involved in this case, see attached memo of authorities holding various orders of Director General valid.

GENERAL ORDERS NOS. 13 and 29 ISSUED BY THE DIRECTOR GENERAL OF THE UNITED STATES RAILROAD ADMINISTRATION AND CIRCULAR NO. 3 ISSUED BY THE DIRECTOR OF THE DIVISION OF LABOR OF THE UNITED STATES RAILROAD ADMINISTRATION MADE RESORT TO ARBITRATION IN THE MANNER PRESCRIBED IN SAID ORDER AND CIRCULAR A CONDITION PRECEDENT TO LITIGATION, AND THE FAILURE OF PLAINTIFF TO SUBMIT HIS CLAIM FOR ARBITRATION IN THE MANNER PROVIDED RENDERED THE PLAINTIFF INCAPABLE OF INSTITUTING AND MAINTAINING THIS SUIT.

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By the express provisions of the Federal Control Act the President, or his authorized agent, was clothed with the power and authority to issue orders and regulations concerning the operation and control of the Transportation System.

Under the authority contained in the said Act, the Director General of Railroads, acting as the authorized agent of the President, from time to time, issued general and supplemental orders concerning the operation and control of the transportation systems taken over by the Administration. On the 22nd day of March, 1918, the Director General issued General Order No. 13, creating the Railroad Board of Adjustment No. 1 and providing that wage controversies of employees should be submitted to said Board for adjustment, and by General Order No. 29, dated May 31, 1918, the Director General created the Railway Board of Adjustment No. 2, requiring certain classes of employees to submit their controversies to such Board.

On August 30, 1918, the Director of the Division of Labor of the United States Railroad Administration, acting for and on behalf of the Director General of Railroads, issued circular No. 3, wherein provision was made for referring "requests for adjustment in wages by employees not represented by Railway Boards of Adjustment, which requests are based on existing practices &c." The object of this circular was to make provision for the settlement and adjustment of wage controversies between the various employees not represented by the Brotherhoods and the officials of the Railroads. Under Section "D" of this circular it was provided that in the event that no agreement should be reached between the officials of the Railroads and representatives of the employees "a joint statement of facts (in duplicate) will be prepared by the representatives of the employees concerned, and submitted to the Director of the Division of Labor of the United States Railroad Administration." It was further provided by this circular that brief arguments by both parties to the controversies should be attached to the joint statement of facts and that an adjustment, if possible, should be reached through correspondence, and in the event of failure to reach an adjustment, a representative of the department would be assigned to investigate, and if no agreement is then reached, the matter will be referred back to the Director of the Division of Labor.

By Section "E" of this circular "personal grievances, or controversies, arising under interpretation of wage agreement" were required to be submitted to the Director of the Division of Labor in the same manner as prescribed above.

By General Order No. 27, issued May 25, 1918, the Director General entered into an agreement with the employees of the Roads then under Federal Control for a general increase in wages, and said Order provided for the wages to be paid to each particular class of railway employees. On December 2, 1918, the Director General issued Supplement No. 12 to General Order No. 27, providing that employees on passenger trains (except certain designated employees) should perform the duties enumerated in said supplemental order, and should be classed and paid as brakemen. The plaintiff's claim is based upon this Supplement to General Order No. 27.

While it is denied that the plaintiff has any right or claim to the amount sued for under Supplement No. 12 to General Order No. 27, it is submitted that under circular No. 3, issued by the Director of the Division of Labor, as stated above, required that all employees submit requests for adjustment in wages to the Director of the Division of Labor as a condition precedent to the maintenance of his action. Under this circular there was no discretion with the employees as to what action they would pursue, but they were required when wage controversies arose and no settlement was reached between the Railroad officials and themselves to submit their differences to the Director of the Division of Labor. Failure to submit their differences in the manner therein prescribed will operate as a bar to the assertion of any claim arising out of such differences in a court of law.

The employees of the various roads accepting increases paid under General Order No. 27 cannot now deny the applicability of General Orders Nos. 13 and 29 and circular No. 3oto their case. Having recognized General Order No. 27, they are bound to recognize and be governed by any additional orders or regulations concerning controversies arising under said General Order No. 27.

The Requirement that this Question be submitted for arbitration to the Director of the Division of Labor as a condition precedent to the maintaining of any action thereon is a valid and binding agreement, and will be recognized by the Courts.

Questions concerning the validity and effect of arbitration agreements have been before the courts on numerous occasions, and on their effect the courts are in complete accord. Where the parties undertake by an independent covenant or agreement to provide for an adjustment and settlement of all disputes and differences by arbitration, to the exclusion of the courts, such agreement is invalid and unenforceable as ousting the courts of their jurisdiction, but, on the other hand, where by the same agreement which creates the liability and gives the right, they qualify that right by providing that before a right of action shall accrue, certain facts shall be determined or amounts or values ascertained. Such agreement constitutes a condition precedent to the institution of any action thereon, and until such agreement has been carried out, the courts will refuse to take cognizance of the contract.

In other words, the cases merely hold that parties cannot by contract or agreement deprive the courts of their right to hear and determine disputes between them, but where they leave the general question of liability to be judicially determined, and simply provide a reasonable method of estimating and ascertaining the amount of the loss or liability, such agreement is valid and enforceable.

Under circular No. 3, the employees not represented by the Railway Boards of Adjustment are merely required to submit their requests for adjustment in wages to the Director of the Division of Labor, in order that the exact amount due them could be speedily ascertained and put into effect. No attempt is made to deprive the courts of their jurisdiction concerning the liability of the Railroad Administration to make such payments. The liability under General Order No. 27 is capable of being determined in any court, provided the questions concerning adjustment in wages be first submitted to the Director of the Division of Labor. The parties hereto havermerely in their c ntract fixed a certain mode by which the amount to be paid shall be ascertained, and upon the amount being ascertained in the manner therein prescribed, the question of the ultimate liability has been left to the courts.

In Hamilton vs. Liverpool Ins. Co., 136 U. S., 242, the court was called upon to construe a condition in a policy of fire insurance, wherein it was provided that any difference arising between the parties as to the amount of loss or damage to the property insured shall be submitted at the written request of either party, to arbitration, and that the decision of the arbitrators should be conslusive as to the amount of loss or damage only, but should not determine the question of liability of the company. The court in sustaining this agreement, stated on page 255, as follows:

> "Such a stipulation, not ousting the jurisdiction of the courts, but leaving the general question of liability to be judicially determined, and simply providing a reasonable method of estimating and ascertaining the amount of the loss, is unquestionably valid, according to the uniform current of authority in England and in this country. Scott v. Avery, 5 H. L. Cas. 811; Veney v. Bignold, 20 Q.B.D. 172; Delaware & Hudson Canal v. Pennsylvania Coal Co., 50 N.Y. 250; Reed v. Washington Ins. Co. 138 Mass. 572,576; Wolff v. Liverpool & London & Globe Ins Co., 21 Vroom, 453, Hall v. Norwalk Ins. Co., 57 Conn. , 57 Conn. 105, 114. The case comes within the general rule long ago laid down by this court: "Where the parties, in their contract, fix on a certain mode by which the amount to be paid shall be ascertained, as in the present case, the party that seeks an enforcement of the agreement must show that he has done everything on his part which could be done to carry it into effect. He cannot compel the payment of the amount claimed, unless he shall procure the kind of evidence required by the contract, or show that by time or accident he is unable to do so." United States v. Robeson, 9 Pet. 319,327. See also Martinsburg & Potomac Railroad v. March, 114 U. S. 549."

In Munson vs. Straights of Dover SS.Co., 99 Fed. 787, the Court was called upon to pass on the validity of an arbitration agreement, providing that should any dispute arise between the parties the matter in dispute should be referred to three arbitrators, and that their decision should be final. The court in holding that this agreement was invalid as ousting the court of jurisdiction clearly distinguished the two chasses of agreement, and stated on page 788 and 789 as follows:

> "The agreement in this charter to arbitrate, was purely executory and prospective. It related to no particular dispute, but covered alike the entire subject of any matter in dispute that might thereafter arise. If valid, it would debar either party from a resort to the legal tribunals and oust the courts of jurisdiction. Such agreements ever since Lord Coke's time, and even before, have been held to be no defense to an action in the courts."

"An agreement, however, to submit to arbitration, asquestion of price, value, quantity or damage merely, as it does not oust the courts of jurisdiction of the cause, has long been held to be valid. Scott v. Avery, supra; Hamilaton v. Insurance Co., 136 U.S. 242, 10 Supp. Ct. 945, 34 L. Ed. 419, and cases there cited; Perkins v. Light Co., 21 Blatchf. 309, 16 Fed. 513; Delaware & H. Canal Co. v. Pennsylvania Coal Co., 50 N.Y. 250; Sweet v. Morrison, 116 N.Y. 19, 22 N.E. 276. These constitute a second group of arbitration cases wholly distinguishable from the first."

In Wyckoff v. Woarms, 103 N.Y.Sup. 650, the court upheld an agreement between parties to a contract to submit for arbitration the question as to whether any work had been added to or omitted from the original contract, and if so, the reasonable valuation of such work added or omitted, and it was further provided in this agreement that the decision by the arbitrators as to the value of the work added or omitted should be final and binding. The court on page 656-657 stated as follows;

"The discussion of the learned court points out clearly the objections to this clause p that it is a general provision, not confined to the rights created by the contract, but covering all possible injuries flowing from the construction and maintenance of the pipes of every kind and class, and quotes with approval the discussion of the court in Delaware & Hudson Canal v. Penn. Coal Co., 50 N.Y. 250, as follows;

The case at bar as clearly falls within the second class as the Seward Case, supra, fell within the first class. Here the only questions agreed to be submitted arise directly under the contract. The first is whether there is work added or omitted, as appears from the drawings and specifications; and the second is the reasonable valuation of such work added or omitted. The determination of these questions is clearly a condition precedent to any right of recovery on the part of the plaintiff under the modified contract, and the conditions named in the third clause are of a like nature, if the plaintiff elects to stand upon his original contract."

In Davisson vs. East Whittier Land & Water Co. (Cal), 96 Pac. 88, the court was calledupon to pass upon the same question as in the above case, and in holding such agreement valid and binding stated on page 89 as follows;

"But when the agreement is that the covenantor shall pay such sum, and only such sum, as shall be determined by arbitrators, the procuring an award is as clearly a condition precedent to an action as if the parties had expressly so provided. So held, with reference to a contract for the construction of a building in which it was agreed that, should any dispute arise regarding the value of extra work, the same should be valued by arbitrators . . . . The distinction between the two classes of cases stated is that in the former the parties undertake by an independent covenant or agreement to provide for an adjustment and settlement of all disputes and differences, to the exclusion of the courts, and in the latter they merely, by the same agreement which creates the liability and gives the right, qualify the right, by providing that, before any right of action shall accrue, certain facts shall be determined, or amounts and values ascertained; and this is made a condition precedent,either in terms or by necessary implication."

Under the Act of Congress of August 29, 1916, empowering the President to take possession of systems of transportation, and Act of March 21, 1918, as to operation of transportation systems under federal control, Section 9 of which gives the President all powers necessary or appropriate to give effect to the powers of regulation and control. The President's appointment of a Director General and the orders of the Director General, Nos. 13 and 29, and circular No. 3 of the Director of the Division of Labor, issued upon the approval of the Director General, requiring "requests for adjustment in wages by employees" to be submitted to the various railway boards of adjustment, or to the Director of the Division of Labor, are valid, and in the absence of compliance with such orders and circular no action can be maintained by the employees on matters pertaining to wage adjustments.

This question has been indirectly decided in Rhodes v. Tatum (Tex) 206 S.W., 114, wherein the Act of Congress, known as the Federal Control Act, and the Proclamation of the President appointing the Director General, and General Orders Nos. 18 and 18-a and 26, were sustained. In this case a right of mandamus was applied for to compel the District Court to proceed with the trial of a case then pending in the District Court, and which had been postponed during Federal Control, in accordance with General Order No. 26 of the Director General. This Order provided that cases against any carrier under federal control should be postponed until the termination of federal control, except that "in the event of unnecessary hardship in any case either party may apply to the Director General for relief, and he will make such order therein as the circumstances may require, consistent with the public interests." The petitioner for the writ of mandamus did not apply to the Director General in the manner provided for above, and the court held that such action was a condition procedent to his right to maintain the suit, stating on page 118 as follows:

"General Order No. 26 further provides:

'In the event of unnecessary hardship in any case either party may apply to the Director General for relief and he will make such order therein as the circumstances may require, consistent with the public interest.'

It does not appear that relator has applied to the Director General for relief before filing his petition for mandamus in this court, and we incline to the opinion that such application is a condition precedent to his right to appear here. An extraordinary emergency exists; the welfare of the nation is in jeopardy. As war measures the acts of Congress referred to above, and the orders issued in accordance with such acts, must be deemed to be necessary and proper under all circumstances."

It is therefore submitted that under the provisions of circular No. 3 issued by the Director of the Division of Labor, the plaintiff is barred from asserting his claim in this suit for the reason that he failed to comply with said circular.

As a further reason for dismissing this suit for failure to apply to the Director of the Division of Labor for an adjustment of wages, it is submitted that were this position not sustained the courts of this state and of many other states would have before them innumerable controversies arising out of this question and other questions concerning wages between the Director General and other employees, with the result that in many instances the courts would be at variance as to the amount which these men would, or ought to receive from the Administration, in accordance with the agreement between them. Such a situation would prove a great burden to the Administration, and would result in great injustice to a large number of employees. If, however, the question is required as it is to be submitted to the Director of the Division of Labor, all decisions upon a similar statement of facts will be uniform and in harmony, and the Administration will be able to ascertain with certainty their position respecting claims for back pay. Under the broad powers of the Federal Control Act the President was authorized to exercise such further powers as may be necessary to carry out the act, and it is easily

conceivable that the appointment of the various boards of adjustment was absolutely necessary for the effective operation of the transportation system. The carriers, prior to federal control, had similar agreements and the Director General was merely continuing the policy adopted by the carriers before he assumed control of the transportation system.

The General Orders and circular, hereinbefore referred to, having been issued under and by virtue of a federal statute which has been upheld in all cases, such orders are absolutely binding on the courts and compliance with these orders must be shown before any action can be maintained. This reasoning can be easily supported by assuming that a case arising under a similar state of facts had been presented to the Director of the Division of Labor, who, after full and complete hearing, had reached a conclusion that these men did not perform the duties ennumerated in Supplement No. 12 to General Order No. 27, and assuming that the Court, or some other Court, had held upon a similar state of facts that plaintiff was performing the duties ennumerated in Supplement No. 12 to General Order No. 27. It is clear that under the express provisions of Section D of circular No. 3, hereinbefore referred to, that no such situation was contemplated, but that the Director of the Division of Labor was the sole and only person qualified and having the authority to determine such controversies.

For support of this contention the case of Texas & Pac. Ry. Co. v. Albine Cotton Oil Co., 204 U.S., 426 is pertient. In that case the defendant sought to recover a certain sum on the grounds that the rate charged was unreasonable and discriminatory. The rate charged had been filed with the Interstate Commerce Commission, and held by them to be reasonable. The Court, in holding that the Interstate Commerce Commission was the sole and only body capable under the Interstate Commerce Act of determining whether rates were reasonable, or unreasonable, stated on page 440 as follows:

"For if, without previous action by the Commission, power might be exerted by courts and juries generally to determine the reasonableness of an established rate, it would follow that unless all courts reached an identical conclusion a uniform standard of rates in the future would be impossible, as the standard would fluctuate and vary, dependant upon the divergent conclusions reached as to reasonableness by the various courts called upon to consider the subject as an original question. Indeed the recognition of such a right is wholly inconsistent with the administrative power conferred upon the Commission and with the duty, which the statute casts upon that body, of seeing to it that that statutory requirement as to uniformity and equality of rates is observed. Equally obvious is it that the existence of such a power in the courts, independent of prior action by the Commission, would lead to favoritism to the enforcement of one rate in one jurisdiction and a different one in another, would destroy the prohibitions against preferences and discrimination, and afford, moreover, a ready means by which, through collusive proceedings, the wrongs which the statute was intended to remedy could be successfully inflicted. Indeed no reason can be perceived for the enactment of the provision endowing the administrative tribunal, which the act created, with power, on due proof, not only to award reparation to a particular shipper, but to command the carrier to desist from violation of the act in the future, thus compelling the alteration of the old or the filing of a new schedule, conformably to the action of the Commission. If the power was left in courts to grant relief on complaint of any shipper, upon the theory that the established rate could be disregarded and be treated as unreasonable, without reference to previous action by the Commission in the premises. This must be, because, if the power existed in both courts and the Commission to originally hear complaints on this subject, there might be a divergence between the action of the Commission and the decision of a court. In other words, the established schedule might be found reasonable by the Commission in the first instance and unreasonable by a court acting originally, and thus a conflict would arise which would render the enforcement of the act impossible."

> Under telegraphic instructions of the Director General, dated May 29, 1920, and June 28, 1920, all questions at issue arising prior to March 1, 1920, between employes of the roads formerly under Federal Control, and the Administration, involving claims for money payments, were required to be submitted to the Director General of Railroads, or to the Railway Boards of Adjustment by July 15, 1920, and plaintiff having failed to present his claim to the Director of the Division of Labor of the United States Railroad Administration within the time prescribed by the Director General, is now barred from asserting his claim.

Assuming that we can prove that the above telegrams were communicated to Crump either by actual or constructive notice, the plaintiff would be bound thereby, and would be barred from asserting his claim after having failed to present it to the proper authorities within the time prescribed by the Director General.

The validity of these telegrams can be sustained upon two separate grounds -

First: Under the broad powers given to the President in the Federal Control Acts, the President or his authorized agent has authority to take the necessary steps to issue the necessary orders to insure the carrying out of the powers conferred by said Acts.

See - Rhodes v. Tatum, 206 S.W. 114.

Second: It is within the powers of the Director General under the common law, to limit the time within which claims may be filed, provided the claimant is given a reasonable time for filing claims.

Similar questions have on numerous occasions been before the courts on the question of limiting the filing of claims on insurance policies within a specific time, and also provisions in bills of lading limiting the time within which claims may be filed. Such provisions have been uniformly upheld by the state and Federal courts, although in these instances they arise out of a contract between the parties. It is therefore absolutely necessary to make this telegram binding that we prove notice to the plaintiff, either actual or constructive, of its contents.

In Riddlesbarger v. Hartford Ins. Co. 7 Wall. 386, the Supreme Court held a condition in a fire insurance policy providing that no action against the insurers for the recovery of any claim should be sustained, unless action commenced within twelve months after the loss shall have occurred, the court stating on p. 390 as follows -

> "The policy of these statutes is to encourage promptitude in the prosecution of remedies. They prescribe what is supposed to be a reasonable period for this purpose, but there is nothing in their language or object which inhibits parties from stipulating for a shorter period within which to assert their respective claims. It is clearly for the interest of insurance companies that the extent of losses sustained by them should be speedily ascertained, and it is equally for the interest of the assured that the loss should be speedily adjusted and paid. The conditions in policies requiring notice of the loss to be given, and proofs of the amount to be furnished the insurers within certain prescribed periods, must be strictly complied with to enable the assured to recover. And it is not perceived that the condition under consideration stands upon any different footing. The contract of insurance is a voluntary one, and the insurers have a right to designate the terms upon which they will be responsible for losses. And it is not an unreasonable term that in case of a controversy upon a loss resort shall be had by the insured to the proper tribunal, whilst the transaction is recent, and the proofs respecting it are accessible."

In Express Company v. Cardwell, 21 Wall. 264, the court upheld an agreement of the Express Company, wherein it was provided that the company should not be held liable for any loss or damage unless claim should be made therefor within ninety days from the delivery of the property, the court stating on pages 268, 269, 270 and 271 as follows -

> "But an agreement that in case of failure by the carrier to deliver the goods, a claim shall be made by the bailor, or by the consignee, within a specified period, if that period be a reasonable one, is altogether of a different character. It contravenes no public policy. It excuses no negligence. It is perfectly consistent with holding the carrier to the fullest measure of good faith, of diligence, and of capacity, which the strictest rules of the common law ever required. And it is intrinsically just, as applied to the present case. The defendants are an express company. We cannot close our eyes to the nature of their business."

> "Policies of fire insurance, it is well known, usually contain stipulations that the insured shall give notice of a loss, and furnish proofs thereof within a brief period after the fire, and it is undoubted that if such notice and proofs have not been given in the time designated or have not been waived, the insurers are not liable. Such conditions have always been considered reasonable, because they give the insurers an opportunity of inquiring into the circumstances and amount of the loss, at a time when inquiry may be of service. And still more, conditions in policies of fire insurance that no action shall be brought for the recovery of a loss unless it shall be commenced within a specified time, less than the statutory period of limitations, are enforced, as not against any legal policy.
>
> Telegraph companies, though not common carriers, are engaged in a business that is in its nature almost, if not quite, as important to the public as is that of carriers. Like common carriers they cannot contract with their employers for exemption from liability for the consequences of their own negligence. But they may by such contracts, or by their rules and regulations brought to the knowledge of their employers, limit the measure of their responsibility to a reasonable extent."

> "We think, therefore, the limitation of the defendants' common-law liability to which the parties agreed, as averred in the plea, was a reasonable one, and that the plea set up a sufficient defense to the action."

In Mo. Kan. and Tex. Ry. v. Harriman, 227 U.S. 657, the court held that it was within the rights of a carrier under the Carmack Amendment to limit its liability by providing that suits should be brought within a reasonable time, the court stating on p. 672, 673 as follows -

> "The policy of statutes of limitation is to encourage promptness in the bringing of actions, that the parties shall not suffer by loss of evidence from death or disappearance of witnesses, destruction of documents or failure of memory. But there is nothing in the policy or object of such statutes which forbids the parties to an agreement to provide a shorter period, provided the time is not unreasonably short. That is a question of law for the determination of the court. Such stipulations have been sustained in insurance policies. Riddlesbarger v. Hartford Insurance Co., 7 Wall. 386. A stipulation that an express company should not be held liable unless claim was made within ninety days after a loss was held good in Express Company v. Caldwell, 21 Wall. 264. Such limitations in bills of lading are very customary and have been upheld in a multitude of cases. We cite a few:
> Central Vermont Railroad v. Soper (1st C.C.A.), 59 Fed. Rep. 879; Ginn v. Ogdensburg Transit Co. (7th C.C.A.), 85 Fed. Rep. 985; Cox v. Central Vermont Railroad, 170 Massachusetts, 129: North British &c. Insurance Co. v. Central Vermont Railroad, 9 App. Div. (N.Y.) 4, aff'd 158 N.Y. 726. Before the Texas and Missouri statutes forbidding such special contracts, short limitations in bills of lading were held to be valid and enforceable. McCarty v. Gulf &c. Ry., 79 Texas, 33; Thompson v. Chicago &c. Ry., 22 Mo. App. 321. See cases to same effect cited in 6 Cyc., p. 506. The provision requiring suit to be brought within ninety days is not unreasonable."

In W. H. Mitchell & Co. v. Atl. Coast Line R. Co. (Ga.) 84 S.E. 227, the court held that a limitation in a bill of lading stipulating that the carrier should not be liable for loss or damage unless claim therefor is made within ten days after delivery of property, or after due time for delivery thereof, was valid, the court stating on p. 229, p. 230, as follows -

"The only direct authority on the precise point since the passage of the Carmack amendment, that we have found, is from our own Supreme Court, which in the case of Post v. A.C.L.Rd Co. 138 Ga. 764, 76 S.E. 45, said, in dealing with a contract containing a provision similar to the one here involved:

> 'However, this may be held, that section of the act (Carmack Amendment) does not prohibit an agreement providing a reasonable time within which the shipper shall present his claim or give notice of claim for loss or damage, and that the carrier shall not be liable unless such notice is given or claim made within the prescribed time.'

Here it will be seen that no allusion is made to any consideration to support the time limitation referred to; and upon investigation we find that this ruling is in line with quite a long array of decisions of that court, as well as other courts, upholding the validity of limitations as to time of loss or damage under policies of insurance and other contracts, and for which no special consideration is given. We are inclined to think that we are bound by the decision in Post v. A.C.L.Rd. Co., supra., as a precedent upon the point here raised; but, whether it is conclusive on the point or not, we hold in the absence of any controlling decisions to the contrary, and in view of the sound and logical reasoning given in the quotations from the Harriman case and from Moore on Carriers, that such contracts, when reasonable as to time, are valid and binding, even though no special consideration be given therefor."

See also Central Vt. R.R. v. Soper, 59 Fed. 878
Ginn v. Ogdensburg Transit Co. 85 Fed. 985
North British &c. Ins. Co. v. Central Vt. R.R. 158 N.Y. 726

It is therefore submitted that the plaintiff is now barred from asserting this claim for failure to submit the same to the Director of the Division of Labor within the time specified in the telegram of the Director General.

CRUMP V. PAYNE

The Act of Congress known as the Federal Control Act, the proclamation of the President in pursuance of said Act, and the Orders of the Director General are public documents constituting a part of the law of the land, of which all persons are charged with notice, and of which the courts must take judicial notice.

There is no question as to the fact that the courts are required to take judicial notice of the proclamations of the president, and various orders, rules and regulations issued by the various executive departments of the government. Where these orders are issued in pursuance of a Federal statute, they become a part of the law of the land, and all persons are charged with constructive knowledge of their contents.

In West v. N.Y.N.H. & H. RR Co., (Mass.) 123 N.E. 621, General Order No. 18-A of the Director General was involved, and the court in the case held that the President's Proclamation and the orders of the Director General are public documents, and the court was bound judicially to notice, the court stating on p. 623 as follows:

> "But the President's proclamation is a public act of which all courts are bound to take judicial notice, and to which all courts are required to give effect. Armstrong v. United States, 13 Wall. 154, 20 L. Ed. 614. And the President may direct and empower as in the case at bar a representative to carry out the powers conferred upon him by Congress. The act of the representative is the act of the President. Wilcox v. Jakkson, 13 Pet. 498, 10 L. Ed. 264; Williams v. United States, 1 How. 290, 11 L. Ed. 135.
>
> We accordingly take notice of the general orders promulgated by the Director General in so far as they are applicable to the present case even if they have not been called to our attention by counsel. Brown v. Piper, 91 U.S. 37, 23 L. Ed. 200; Jones v. United States, 137 U.S. 202; 11 Supp. Ct. 80, 34 L. Ed. 691; Jenkins v. Carlisle, 145 U.S. 546, 12 Supp Ct. 868, 36 L. Ed. 812, 15 R.C.L. 'Judicial Notice' Art. 40, and cases cited in notes 11, 12 and 13; Wigmore on Evidence, Art. 2565."

Western Union Tel. Co. v. Conditt (Tex) 223 SW 234.

In that case action was brought against the Western Union Tele. Co. subsequent to the President's proclamation assuming control of all telegraph lines in the United States and in the Supreme Court the suit was dismissed, the court taking judicial notice of the proclamation of the President and the orders of the Postmaster General issued in pursuance of the President's proclamation. The court stated on p. 235 as follows -

"Copies of the joint resolution of Congress empowering the President to assume control, supervision and possession of telegraph, telephone and radio systems, the President's proclamation thereunder, the order of the Postmaster General in assuming control under the President's direction, and certain excerpts from the Congressional Record relating to the consideration of the joint resolution in the United States Senate are all, by agreement of counsel for appellant and appellee, approved by the trial court, inserted in the record. The resolution of Congress and the proclamation of the President, as well as all public orders issued thereunder, constitute a portion of the law of the land, of which all courts, state and federal, are bound, under the general rule adducible from the decisions, to take judicial notice, and which should be construed is conformity with the federal decisions. Such federal decisions, as well as those of the states, conclusively support the proposition that whatever cause of action appellee sets up in his petition is one exclusively against the government of the United States, as to which the jurisdiction of the district court of Hill county could not be involved."

In Caha v. United States, 152 U. S. 211, the court held that the courts are required to take judicial notice of the rules and regulations prescribed by the Interior Department, the court stating on p. 221 and 222 as follows:

"Another matter is this: The rules and regulations prescribed by the Interior Department in respect to contests before the Land Office were not formally offered in evidence, and it is claimed that this omission is fatal, and that a verdict should have been instructed for the defendant. But we are of opinion that there was no necessity for a formal introduction in evidence of such rules and regulations. They are matters of which courts of the United States take judicial notice. Questions of a kindred nature have been frequently presented, and it may be laid down as a general rule, deducible from the cases, that wherever, by the express language of any act of Congress, power is entrusted to either of the principal departments of government to prescribe rules and regulations for the transactions of business in which the publicis interested, and in respect to which they have a right to participate, and by which they are to be controlled, the rules and regulations prescribed in purmuance of such authority become a mass of that body of public records of which the courts take judicial notice."

See also -

Knight v. U. S. Land Assoc. 142 U.S. 161
Jenkins v. Collard, 145 U.S. 546
Armstrong v. U.S. 13 Wall. 154
Jones v. U.S. 137 U.S. 202

Plaintiff has accepted pay checks which on their face are receipts "in full for services rendered" during time which plaintiff now claims additional pay, and plaintiff is therefore stopped to claim any further or additional amounts.

This question appears to me to be one of the weakest ones relied upon by us for the defense to plaintiff's claim, as it is always possible for plaintiff to go behind receipts and show further amounts due and owing. Another difficulty arises by virtue of our statute defining what constitutes part payment. It may be possible for us to raise by virtue of these checks a prima facie presumption of payment, which would shift the burden of proof to plaintiff to establish the contrary.

Where a receipt is not impeached for mistake, error, or fraud, it is evidence of payment between the parties and is a ratification and acceptance of the payments claimed as receipts in said receipt.

Scott v. Nor. & Wes. RR Co., 90 Va., 241-244:

> "Aside from this the case is clearly with the defendant in error on the merits without its application, the plaintiff in error having receipted in full of all demands under the contract, and received payment for such ties as he hauled and delivered under the contract.
>
> This release and receipt was rejected by the circuit court as immaterial, and the defendant in error assign such action as error against them under Rule IX of this court it made a part of the record by bill of exceptions. It was a complete defence to the action of the plaintiff against them under the contract sued on, and they had a right to have it presented to a jury.

Tate's Exor. v. Jojes, 98 Va., 544-545-6:

> "On the 29th day of August, 1874, W.R.McCready, one of the residuary legatees, gave the administrator a receipt in full of the interest which he took under the will, and on the 2d day of September following he executed as assignee of his brother, John L. McCready, another residuary legatee a receipt of the administrator, in full of that interest.
>
> On the 26th day of August, 1875, Thomas F. McCready, the other residuary legatee, and the party under whom the complainant claims, executed a receipt to the administrator, in full of his interest in the estate. The geniuneness of this receipt is disputed by the complainant.
>
> Subsequent to the date of those receipts, the administrator collected more than three hundred dollars on judgments rendered in his favor as administrator before the receipts were given. The receipts being in full of all the interest which the parties giving them had in the testator's estate, the presumption is that the amounts due on those judgments were embraced in the settlement of calculation made when the receipts were given.

That presumption, however, is only prima facie, and in a case like this would be more easily rebutted than where the party taking the receipt did not occupy a fiduciary relation.

There is nothing, however, in this case tending to rebut that presumption. After the execution of those receipts, and until the administrator's death, a period of seventeen or eighteen years, all the parties in interest seem to have treated the accounts of the administrator as settled, so far as their interests were concerned."

Under the above authorities the giving of a receipt "in full of all demands" raises a prima facie presumption of payment, and the burden of disproving such payment is transferred to the plaintiff.

The acceptance of a check containing the words "in full of all demands" raises a prima facie presumption that it is in full payment and discharge of all previously existing liabilities, and the burden of overcoming this presumption rests upon the plaintiff. In Lurty v. Lurty, 107 Va., 466, the court was called upon to consider an instruction given in the lower court as to the effect of a check given to the creditors purporting to be "in full of all demands". The following instruction given by the lower court was sustained by the Court of Appeals:

"The instruction complained of tells the jury that if they believe from the evidence that the plaintiff . . . . . accepted and collected the check . . . bearing upon its face the statement that the same was 'in full of all demands', such acceptance and collection . . . raises a prima facie presumption that the same was in full payment and discharge of all previously existing liabilities . . . . and the burden of overcoming such presumption by direct or circumstantial evidence . . . rests upon the plaintiff, and unless such presumption is overcome by a preponderance of the evidence, they must find for the defendant'. This instruction propounds a familiar and correct proposition of law, and was relevant to the issues and evidence in the case."

Under the above case, it would seem that we are entitled in the instant case to a similar instruction, and that we can show a prima facie presumption of payment by virtue of this case, and this presumption must be overcome by the plaintiff by a preponderance of the evidence. See also Myers v. Doherty (Wis) 126 Amer.St.Rep., 967, 971.

It would seem clear that we can only rely upon a prima facie presumption of payment in the instant case in view of the express provision of Section 5765 Code of 1919, providing that part performance of an obligation promise &c. shall be considered as extinguishing the debt only "when expressly accepted by the creditor in satisfaction and rendered in pursuance of an agreement for that purpose". Under the provision of this statute it is necessary that the creditor expressly accept the part payment in satisfaction of the whole debt, and that such part payment be rendered in pursuance of an agreement between the parties made for that purpose. I do not think that we can show a sufficient compliance with this statute to bring ourselves within its terms. Furthermore the burden of proof is on the debtor to bring himself within the provisions of this section. Standard Sewing Machine Co. v. Gunter, 102 Va., 568; Thomas v. Brown, 116 Va. 233.

Acceptance of pay as train porter under Supplement 26 General Order 27 is a bar to any claim under Article 6 of General Order 27 and Supplement 12.

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(1) There is no question that plaintiff is only entitled to the pay received as a porter under Supplement No. 26 to General Order 27 from and after the date on which Supplement No. 26 became effective. Supplement 26 provided a new basic pay for train porters raising the basic months pay from $60. per month to $85. per month, and plaintiff has accepted pay under this supplement, which is an admission on his part that he was only performing the duties of a train porter. He is therefore estopped to claim now compensation as a brakeman after having accepted pay as a porter under Supplement No. 26. Mathison v. New York Central and H.R.R. Co., 76 N.Y.S. 89, 91-

"But granting, for the argument, that the running of this switch engine was outside of the sphere or scope of his employment, as held by the referee, I am still of the opinion that the judgment is not justified. Even then the surrounding circumstances may indicate an intention to make the additional service a part of the service for which the wages named in the original contract should compensate. The plaintiff was employed by the month and paid by the month. The defendant has the clear right to discharge him at the end of any month. The defendant might change the nature of that employment, and radically, if he chose. After the expiration of the first month at least the contract must be deemed to include all service required, whether or not it be additional to the service specified upon the original hiring."

(2) Acceptance of pay under Supplement No. 26, after Supplement 12 has been issued, is an admission on the plaintiff's part that he is not within the provisions of Supplement 12, and he is therefore estopped to claim any additional compensation under Supplement 12.

There is no question but that the act of plaintiff in accepting pay as train porter under Supplement 26 will have great weight in sustaining our contention that plaintiff was not qualified and regularly required to perform the duties enumerated in Supplement 12. I do not believe, however, that we can sustain our contention of estoppel on this question. The jury, however, will be entitled to consider this fact as tending to prove that plaintiff is not within the provision of Supplement 12. This question is entitled to greater weight by reason of the fact that we are positive that plaintiff had actual notice of the contents of Supplement 12, as we understand that he was one of the main men responsible for the issuance of this order. Having knowledge of the contents of the order, and with such knowledge before him, he accepted pay under Supplement 26, which provided for increase of pay to train porters. This act on his part clearly establishes the fact that he did not consider himself within the provisions of Supplement 12.

The only Virginia case which I have been able to find which is at all similar is the case of Norfolk Hosiery Co. v. Westheimer, 121 Va. 130. This case involved an action by a traveling salesman of the Norfolk Hosiery Co., for additional compensation claimed under the con-

tract with the company. The original contract provided for the payment by the company of $200. per month, and the company contended that this contract was subsequently amended so as to reduce the amount to $150. per month. Plaintiff accepted several checks for $150. accompanied by statements of account between the parties, and the company contended that their salesman was estopped to claim an additional amount under the original contract. The court held that the plaintiff would not be estopped from claiming such additional amount, unless it was shown that the defendant was mislead to its prejudice, and this not having been shown, the court allowed the plaintiff to recover this additional amount. The court stated on p. 136 as follows -

> "The remaining position urged in bar of the plaintiff's recovery is, that he is estopped from drawing a larger salary per month than that shown to be due him by said remittance statements, by his acceptance of the payments made him accompanied by such statements.
>
> This position could be maintained only in the event that the defendant was misled thereby to its prejudice, in that it was thus led to continue the employment of plaintiff beyond the term it was legally bound to continue it.
>
> We have seen that this was not true in the case at bar, hence this position is untenable."

It is submitted, however, that this case is not in point with the present case, for the reason that in this case the plaintiff has over a long period of time accepted the pay given him without protest on his part, and has thereby prejudiced the defendant by leading it to believe that such pay was accepted in full for all services rendered.

It is also submitted that by use of another well-known principle of law, we can sustain our contention that the plaintiff in this case is estopped from claiming additional compensation. It is a well-known principle of law that the courts consistently follow that where a question arises involving the construction and interpretation of a contract, the courtsgive great consideration and weight to practical construction placed upon the contract by the parties themselves, and where this construction has been acquiesced in by both parties for a long period of time, the courts will uphold such construction.

The plaintiff by accepting pay as a train porter under General Order 27 and Supplement 26 thereto, after the promulgation of Supplement

12 to General Order 27, has accepted his employer's understanding of the contract, and has waived all claim to additional compensation. The plaintiff for a number of years, while in the employ of the Seaboard, has from time to time performed certain of the duties enumerated in Supplement 12, and was paid by the company the regular pay of a train porter. Shortly after the beginning of Federal Control, the Director General, by Order 27, made a new wage agreement with the employes of all roads under Federal control. Article 6 of this General Order provided that colored men performing the same duties as white men should be paid at the same rate. Notwithstanding this provision, and the fact that the plaintiff continued to perform certain duties of brakeman, he continued to accept pay as a train porter, and receipted each month in full for such services. At the instigation of the porters, Supplement 12 to General Order 27 was issued for the purpose of carrying into effect the intention of Article 6 of General Order 27. Assuming that plaintiff performed the duties enumerated in Supplement 12 to General Order 27, and was entitled to be paid the same rate as was paid to white brakemen or flagmen, nevertheless the plaintiff, knowing of the existence of this supplement, continued to accept the pay of a train porter. Subsequent to Supplement 12, Supplement 26 was issued, which increased the basic month's pay for all train porters not provided for in Supplement 12 to General Order 27. This supplement clearly was intended to increase the pay of all train porters who were performing strictly train porters' work, and did not affect train porters who were being paid under Supplement 12. After the issuance of this supplement, the plaintiff accepted, and has continued to accept, the increased pay provided for therein, thereby acquiescing in the defendant's construction of the contract. The act of the plaintiff in accepting the pay of a train porter through this entire period, and receipting in full each month for his services without protest, has induced the defendant to believe that he has accepted this amount in full for all services rendered, and he is now estopped to claim any additional compensation.

This contention is sustained by the following authorities -

The proposition that the courts give great weight to the practical construction placed upon a contract by the parties themselves is sustained by the following Virginia cases -

Holland v. Vaughn, 120 Va. 324, 328

> "No rule for the construction of written instruments is better settled than that which attaches great weight to the construction put upon the instrument by the parties themselves; and the evidence is conclusive that from June 2, 1903, the date of her deed, until Mrs. Vaughan was requested by Mr. Holland to correct the alleged mistake by uniting in the deed from Keller and wife to him in February 1911, she made no claim whatever to the Vallie Harrison tract. That Keller construed her deed as conveying the land involved is abundantly proven by his having taken and held undisputed possession of it during all that period."

Glenn v. Augusta Perpetual &c. Co. 99 Va. 695,701

> "There is another test, which, when applied to the facts of this case, is most persuasive in arriving at the true intention of the parties, and that is: Neither John Kroder, the original purchaser, nor the appellant, ever demanded or took possession of or exercise any acts of ownership or control whatever over the land in controversy; and the rule is, that 'Where the meaning of an instrument is doubtful, evidence of the acts of the parties may be admitted to show the intent.' 2 Devlin on Deeds, Sec. 840; Bank v. McVeigh, 32 Gratt. 530, 541; Knick v. Knick, 75 Va. 12,20; Grubb v. Burford, 98 Va., 553, 558; and King v. N.&W. Rwy.Co., ante p. 625."

See also Knick v. Knick, 75 Va. 12.

In Butler Bros. Hoff Co. (Inc.) v. Virginian Rwy. Co., 113 Va. 28, a somewhat similar question arises as is involved in the instant case. In that case a railroad contractor who throughout the construction of the work had by his acts and conduct placed the same construction upon the contract as did the railway company, and who had accepted the company's classification of the material removed was held to have acquiesced in such construction, and cannot after the completion of the work claim a high classification, although he may have secretly, during the progress of the work, determined that he was entitled to the higher classification, and would insist upon it after completion. Such

uncommunicated determination could not affect the rights of the company.

The court stated on ppg. 35 and 36 as follows -

> "Whatever may have been the construction placed upon the contract by the appellant in secret and unknown to the railway company, it cannot be considered in determining either the practical construction placed upon it by the parties or the acquiescence of the appellant in the construction placed upon it by the railway company, N.&W. Ry. Co. v. Mills, 91 Va. 632, 22 S.E. 556. It is clear, therefore, that during the entire time the work in the cut was being done, the appellant, by its acts and conduct, placed the same construction upon the contract, as to the matter now under consideration, as did the railway company.
>
> In Kidwell v. B.&O. RR Co., 11 Gratt. (53 Va) 676, it was held that a railroad contractor for the construction of a bridge, having received the monthly estimates, based upon a particular construction of the contracts, without objection during the progress of the work, had acquiesced in that construction. In that case, Judge Moncure, speaking for the court, after stating the facts and circumstances showing the conduct of the parties during the progress of the work (and which were at least as favorable to the contractor's contention in that case as are the facts and circumstances of this case to the appellant's contention), said: 'Under all these circumstances, I am of the opinion that whatever may be the true construction of the contracts, the appellant acquiesced in the construction placed upon them by the appellees, and is concluded by such acquiescence from claiming a higher compensation for the masonry than the prices stipulated for in the contracts and allowed in the final estimates.'
>
> In Knopf v. R.F.&P.RR Co., 85 Va. 769, 8 S.E. 787, it was held that the practical construction put by the parties upon the terms of their own contract was not only to be regarded, but, where there is any doubt, it must prevail, even over the literal meaning of the contract; citing, among other authorities, District of Columbia v. Callaher, 124 U.S. 505, 510, 31 L. Ed. 526, 8 Sup. Ct. 585, 588, in which it was held that 'the practical construction which the parties put upon the terms of their contract, and according to which the work was done, must prevail over the literal meaning of the contract, according to which the defendant seeks to obtain a deduction in the contract price.'"

> "We are of the opinion that the practical construction placed upon the terms of the contract as to the classification of the work in the cut during the entire period in which the work was being done should prevail over the construction now insisted on by the appellant, by which it seeks to obtain a new classification and a largely increased compensation for its work."

In Levi v. Reid, 91 Ill.App.430, an employe brought an action for additional compensation for services alleged to be due by reason of his having worked overtime. The employe, however, had continued in his employment working over the usual hours when requested without protest;

and received his stipulated weekly wages, knowing that his employer regarded it as full payment for his week's work. The court held that the plaintiff accepted the employer's understanding of the contract, and had waived all claim to additional compensation, the court stating on p. 432 as follows:

> "If he had understood his contract as entitling him to extra pay for over hours, there would have been no need of secrecy in keeping this memorandum nor of postponing its presentation for more than a year, and until he left or was discharged. By continuing in his employment, working over the usual hours when requested, without protest, and receiving the stipulated weekly wages, knowing, as his conduct shows he did, that his employer regarded it as full payment for his week's work, he accepted his employer's understanding of the contract as his own, and waived all claim to additional compensation."

In Bartlett v. Street Ry. Co. of Grand Rapids (Mich) 46 N.W. 1034, the same question was involved as arose in the above case, and the court in denying the additional compensation claimed, stated on p. 1035, as follows:

> "He settled twice a month, and these settlements were binding upon him. If he had any claim for overtime he should have insisted upon it when these settlements were made. He kept silent as to his rights, if he had any, when he should have spoken. The law now estops him from speaking. Law is founded in common sense and common honesty. Measured by these principles, plaintiff's claim is absolutely destitute of merit or legal standing. The judgment is in direct conflict with the rule so often recognized in this court."

In forster v. Green (Mich) 69 N.W. 647, the same question was involved, and the court in following the Bartlett case, Supra, stated on p. 648 as follows:

> "And when the fact is taken into account that for nearly two years thereafter he signed a receipt in full for his services at the end of each month, the rank injustice of permitting him to assert a secret intention to make an additional charge for his services is plainly manifest."

In Davis v. Detroit Boat Works, (Mich) 80 S.W. 38, the same question was involved, and the Bartlett case was again affirmed, the court stating on p. 38 as follows:

"I think the instruction was correct. He is bound by his settlements. He knew that Ballin did not settle with or pay him. The settlements and receipts were binding upon him, and bat recovery. He kept silent when he should have spoken. The law estops him to speak afterwards. No better illustration of the wisdom of this rule can be found. For five years plaintiff claimed he was entitled to overtime, but kept no accounts. He settled with his employer weekly, and meanwhile to no agent of his employer did he mention this claim until nearly four months after he had left his empl y."

It is submitted that under the above principles, the plaintiff by having accepted the pay of a train porter over the entire period for which he now claims additional compensation, he has acquiesced in his employer's construction of the contract, and is now estopped to claim such additional amount.

UNITED STATES RAILROAD ADMINISTRATION

DIRECTOR GENERAL OF RAILROADS

OFFICE OF

GENERAL COUNSEL

No. 115-20

SUBJECT: CLAIM OF COLORED PORTERD : VS THE CHICAGO & ALTON RAILROAD

No. 115-20

SETTLED

SETTLED

115-20

December 9th, 1920.

for Mr. Harahan.

I send you herewith, for your information, a copy of a letter, under date of December 6th, 1920, received from the President of the Chicago and Alton Railroad Company, relative to the claims of colored porters.

W/L

E. HAYAIN UNDERWOOD, GENERAL COUNSEL
DIVISION OF LAW
WASHINGTON
DIRECTOR GENERAL OF RAILROADS
UNITED STATES RAILROAD ADMINISTRATION

THE CHICAGO & ALTON RAILROAD COMPANY

EXECUTIVE DEPARTMENT

OFFICE OF
THE PRESIDENT
TRANSPORTATION BUILDING
CHICAGO

W. G. BIERD,
PRESIDENT

115-20

December 6, 1920.

Mr. LaRue Brown,
General Solicitor, Division of Law,
United States Railroad Administration.
Washington, D. C.

DEC 9 1920

Dear Sir:

I have yours of December 1st, with which you sent a copy of your letter of the same date addressed to Messrs. Pile and Goodrich, of 1810-1/2 Main St., Parsons, Kans., on the subject of claims made by certain colored train porters on the Chicago & Alton Railroad, that they were entitled to train brakemen's rates of pay:

I feel certain that your position in this case is a correct one. These porters were never entitled to brakemen's rates of pay, which they later readily admitted, and proposed a fixed monthly salary which I had previously recommended to the Regional Director.

I fear this is clearly a case of these attorneys taking advantage of the situation and injecting themselves into this question because of the inexperience of these colored porters in handling matters of this kind. One of the points we tried to make clear to these porters was that they would only be used by other people that such other interested persons might secure a fee from them. I am sure these colored porters have been treated perfectly fair and right and that they now so understand.

If, as requested by you, any action is taken by the porters or by other attorneys in the way of suits, I will gladly notify you and our files and our officer's personal knowledge of this case will be subject to your call at any time.

Yours very truly,

W. G. Bierd

WCB

E-38-11-A-9

Claims of C&A

115-20.

December 1, 1920.

Messrs. Pile & Goodrich,
1810½ Main Street,
Parsons, Kansas.

Gentlemen:

This office is in receipt of your letter of November 19th, 1920, with regard to claims against the United States Railroad Administration made by certain colored porters employed on the Chicago & Alton Railroad Company. The attention of this office has also been called to correspondence which you have had with the Division of Labor of the Railroad Administration.

This office feels that the action which was taken in these cases by the Chicago & Alton Railroad was proper.

Very truly yours,

General Solicitor.

W/L

December 1, 1920.

Messrs. Pile & Goodrich,
1810½ Main Street,
Parsons, Kansas.

Gentlemen:

This office is in receipt of your letter of November 19th, 1920, with regard to claims against the United States Railroad Administration made by certain colored porters employed on the Chicago & Alton Railroad Company. The attention of this office has also been called to correspondence which you have had with the Division of Labor of the Railroad Administration.

This office feels that the action which was taken in these cases by the Chicago & Alton Railroad was proper.

Very truly yours,

General Solicitor.

W/L

E-38-11
A 39

for Mr. Harahan.

December 1 1920.

Referring to claims of certain train porters on the Chicago & Alton Railroad, I send you herewith, for your information, a copy of a letter which I am today sending Messrs. Pile & Goodrich, of Parons, Kansas; also a copy of a letter which I am sending to the President of the Chicago and Alton Railroad.

I also return your file herewith.

General Solicitor.

W/L

E-38-11-A-9

December 1, 1920.

Mr. W. G. Bierd, President,
Chicago and Alton Railroad Company,
Transportation Building,
Chicago, Illinois.

Dear Sir:

My attention has been called to a letter written by you under date of May 14th, 1920, to Messrs. C. S. Lake and J. A. Franklin, Assistants to the Director General, with regard to claims of certain colored train porters; and I enclose herewith, for your information, a copy of a letter which I am today sending Messrs. Pile & Goodrich, of Parsons, Kansas, in reply to a letter received from them under date of November 19th, 1920.

The position taken by this office is based on the statement of facts contained in your letter, from which it appears that these men were not qualified and regularly required to perform the duties specified in supplement No. 12 to General Order No. 27.

In the event these porters should bring suit with a view to enforce their claims, will you kindly advise this office.

Very truly yours,

General Solicitor.

Enclosure
W/L

AW

UNITED STATES RAILROAD ADMINISTRATION

DIRECTOR GENERAL OF RAILROADS

WASHINGTON November 24, 1920.

DIVISION OF LAW
James C. Davis
[redacted] GENERAL COUNSEL

H.

MEMORANDUM FOR MR. DAVIS

In re: Claims of colored train porters:

A controversy has now arisen on the Chicago & Alton R. R. with regard to the pay of colored train porters. Some of these train porters contend that they should be designated as brakemen and paid as such. So that you may have all the information, the following facts are given:

Article 6 of General Order 27 provides:

"Effective June 1, 1918, colored men employed as firemen, trainmen, and switchmen shall be paid the same rates of wages as are paid white men in the same capacities."

Article 2 of General Order 27 specifies increases for the positions covered by Article 6.

On December 2, 1918, Supplement No. 12 to General Order 27 was issued providing as follows:

"To carry out the intent of Article VI, of General Order No. 27, and retroactive to June 1, 1918, it is ordered:

1. Employees in a passenger train crew, except conductor, collector, and baggagemaster, qualified and regularly required to perform the following essential duties, will be designated as passenger brakemen or flagmen and paid accordingly:

(a) Inspect cars and test signal and brake apparatus for the safety of train movement.

(b) Use hand and lamp signals for the protection and movement of trains.

(c) Open and close switches.

(d) Couple and uncouple cars and engines and the hose and chain attachments thereof.

(e) Compare watches when required by rule.

2. Where white brakemen are not employed, the compensation and overtime rule for colored brakemen shall be the same, for both passenger and freight service, as for the same positions on the minimum paid contiguous road.

3. This order shall not curtail the duties of employees heretofore classed as "train porters."

4. This order shall not infringe upon the seniority rights of white trainmen."

The train porters who now present claims use as their argument the fact that they perform the essential duties specified in this supplement No. 12. It seems to me, however, that before a train porter can avail himself of the pay of a brakeman under this Supplement, he must be "qualified and regularly required to perform" all of the duties enumerated in the supplement, in which case, therefore, there would be a question of fact which would have to be determined before a train porter could be given the pay of a brakeman.

Consideration also would have to be given to Section 3 of the Supplement, providing that the duties of employees classed as "train porters" shall not be curtailed. This Section 3 indicates that a train porter who may be required to perform any one of the duties specified, at irregular times, and merely incidental to his duties as a train porter, will not be relieved of these incidental duties. In other words, a train porter may be required at times to turn a switch or carry a signal, but this is merely incidental to his regular duties as a train porter; and the mere fact that he does turn a switch or carry a signal should not entitle him to the increased wages of a brakeman or a flagman. In my opinion, an employe must be qualified and regularly required to perform all of the duties enumerated in Supplement 12 before he can be designated as a brakeman or a flagman.

On January 12, 1920, Supplement No. 26 to General Order 27 was issued, granting an increase to train porters effective as of November 1, 1919, as follows:

> "(a) For all train porters, excluding those who are provided for in Supplements Nos. 12, 17, and 18 to General Order No. 27, establish a basic minimum rate of sixty (60) dollars per month and above, in effect as of January 1, 1918, prior to the application of General Order No. 27, add twenty-five (25) dollars per month, establishing a minumum rate of eighty-five (85) dollars per month."

As you will observe, this supplement excludes train porters who are provided for in Supplements 12, 17 and 18. This indicates, therefore, that train porters qualified and regularly required to perform all of the duties enumerated in Supplement 12, are to be designated as brakemen or flagmen. Supplements 17 and 18 have reference to Pullman and dining car porters, who are not here involved.

In an affidavit in the file, the applicants in the present instance claim that they are qualified and required to perform all of the duties enumerated in Supplement 12.(I have placed a marker at this affidavit). However, President Bierd, of the Chicago and Alton, in a letter of May 14, 1920, to the Division of Labor, states as follows:

"At no time did our train porters do or perform enough of the work referred to in Supplement #12, to qualify them as train brakemen. It is true that these porters at times gave signals; in emergency cases they opened a switch or closed a switch, but under the supervision of a white trainman. It is also true that in emergency cases, such as the regular brakeman being left, that a train porter did some things in the most ordinary manner, that might constitute the duties of a brakeman, but at no time did these porters perform enough of the duties of a brakeman to come within and be subject to the rates of pay specified in Supplement #12. Therefore, as soon as the subject was properly handled, definitely fixed and Supplement #26 issued, the same was made effective and no further question has arisen from our porters."

Assuming the facts to be as stated by Mr. Bierd, I do not think that these train porters are entitled to pay as brakeman, and that their claims, therefore, should be denied. These train porters state that they received pay varying from $65 to $70 per month, while during the same period white flagmen received from $114 to $120 per month, and the train porters claim the difference from June 1, 1918. The amounts involved, therefore, are rather large, especially when we take into consideration, as well, the guaranty period, and the fact that claim undoubtedly would be made of the railroads for a still further increase, as brakemen, granted by the U. S. Labor Board.

There is nothing on the file to indicate whether or not these particular porters were paid the increases provided by Supplement #26, effective November 1, 1919. If, however, they have accepted payments under this supplement, it seems to me that such acceptance on their part would amount to acquiescence in the designation as train porters, and that this would preclude them from being entitled to any back time pay as brakemen.

There have been several cases of this kind on the Seaboard Air Line. Attorneys for the Seaboard and Regional Counsel Smith have been handling these cases and in several instances have agreed on compromise settlements. At the same time, some suits are now pending on the Seaboard Air Line and also on the Southern. It seems that some lawyers may be gathering up these train porters and working fees out of them. In the present instance, the porters are represented by a firm of lawyers in Kansas City and the Railroad Company has heretofore refused to handle the cases through these lawyers. The letter of November 19, 1920 is on our file and remains to be answered.

Ward.

DRICH

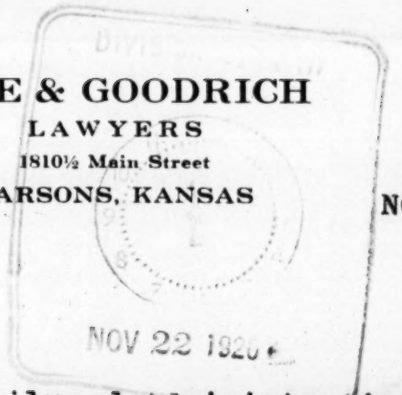
PILE & GOODRICH

LAWYERS

1810½ Main Street

PARSONS, KANSAS

Nov. 19, 1920.



115-1

File

Legal Dept. U. S. Railroad Administration,
Washington, D. C.

Gentlemen: E-38-11-A-9

During January 1920, we filed an application with the United States Railroad Administration with reference to the proper application of General Order No. 27 and supplement relating thereto as applicable to the colored train porters employed by the Chicago & Alton Railroad Co. on what is known as its Western Division, which application was given the above file number.

To-date we have been unable to learn what, if any, final disposition has been made of this matter.

Under date of November 9th we addressed a communication to the United States Railroad Administration with reference to the above subject, and inquired what, if any, disposition had been made on same.

Under date of November 16th we received a brief reply to our letter of November 9th from Mr. W. H. Haraham, Staff Officer, and we quote from the letter as follows:

> "In reply, we beg to advise that this is a matter that is now in the hands of the legal department of the Railroad Administration"

Will you kindly advise the men affected through us as to what, if any disposition has been made on this matter by your Department, and what, if anything further may be necessary to get a final decision on same.

The men involved are becoming very impatient, and we will appreciate this information at your earliest convenience.

Very truly yours,

PILE & GOODRICH

BY T. E. Goodrich

LEG: JMC

March 6, 1922.

Dear Sir:

Kindly refer further to my letter of February 25, 1922, relative to claim of porters on the Chicago & Great Western Railroad for alleged compensation due them for services rendered during the period of Federal control.

For your information beg to advise that we have investigated and considered the entire submission in connection with this case, and after mature consideration of all the circumstances involved therein, will advise that under the wage orders there is nothing we can do, and must consider the matter closed so far as the Director General is concerned.

As a matter of information I would state that the decision rendered by the Board of Adjustment in Docket 27-16 was general in nature, merely instructing that if the porters on the railroad in question performed the services covered in Supplement 12 to General Order 27, that they would be compensated in accordance therewith.

This case has been reviewed on numerous occasions at the instance of the Brotherhood of Railroad Trainmen, the Chicago Federation of Labor, the Railroadmen's International Benevolent and Industrial Association, and several firms of attorneys. When this controversy was originally instigated the employees of this carrier were examined in order to determine whether or not they were competent to act as brakemen, the result of this examination conclusively showed that the porters were absolutely incompetent to assume any of these duties which they would necessarily have to perform without question, were they paid in accordance with their contention.

Sincerely yours,

E M A

Mr. John W. Kay, Attorney,
1506 Tribune Building,
7 So. Dearborn Street,
Chicago, Ill.

March 6, 1922.

Dear Sir:

This will acknowledge receipt of your letter of February 27th, 1922, file 27413, relative to application of Decision No. 1 issued by the Railroad Board of Adjustment No. 1 for the Chicago & Great Western Ry. Company.

I wish to thank you for the information contained in your above mentioned letter and advise that after considering all of the circumstances of the case at hand, I am closing my files on this subject.

Sincerely yours,

S M A

Mr. C. L. Hinkle, General Manager,
Chicago & Great Western Railroad Co.,
Chicago, Ill.

JWG:MA

167481

CHICAGO GREAT WESTERN RAILROAD COMPANY

OFFICE OF GENERAL MANAGER

C. L. HINKLE
GENERAL MANAGER
E. W. FOWLER
ASSISTANT GENERAL MANAGER

CHICAGO, February 27, 1922.

DIRECTOR GENERAL OF RAILROADS
#27413
MAR 1 1922

Mr. E. M. Alvord,
Assistant to the Director General,
United States Railroad Administration,
Washington, D. C.

Dear Sir:-

Your letter of the 25th instant, concerning application of the decision of the Railway Board of Adjustment No. 1 upon its Docket 27-16:

This matter has been reviewed times innumerable at the instance of the Brotherhood of Railroad Trainmen, the Chicago Federation of Labor, the Railroadmen's International Benevolent Industrial Association, several firms of attorneys, and, during Federal Control, by the Regional Director and by the Director General of Railroads himself, none of whom, after being properly informed as to the facts and circumstances, considered that the complaint merited any further attention.

I would respectfully cite you to the file (E-38-25) of Mr. W. J. Harrahan, Staff Officer of the Director General during Federal Control, which should include letter addressed to Mr. Harrahan under date of November 22nd, 1920, by Assistant General Manager, E. W. Fowler, clearly setting forth the facts and circumstances, and which letter clearly shows that the complaint which you have before you is wholly and positively without merit. For ready reference, I enclose herewith copy of letter just referred to, and trust that you will not at this late date permit the reopening of this long since closed matter.

Yours truly,

C. L. Hinkle,
General Manager.

3/20/22 E38-11 C.G.W

February 25th, 1922.

Dear Sir:

This will acknowledge your letter of February 10th, 1922, relative to claim of porters on the Chicago and Great Western Railroad for alleged compensation due them for services rendered during the period of Federal control.

For your information beg to advise that we will investigate this matter with the carrier and on receipt of definite information we will communicate with you further.

Sincerely yours,

E.H.Alvord

S

Mr. John H. Kay, Attorney,
1506 Tribune Building,
7 South Dearborn Street,
Chicago, Illinois.

JWG:IVM

February 25th, 1922.

Dear Sir:

I am advised under date of February 10th, that the provisions of decision issued by Railway Board of Adjustment No. 1 under case 27/16, covering the question as to the proper rate for colored porters on passenger trains, has not been applied.

Will you kindly investigate this matter at your earliest convenience and advise why the decision in question has not been applied?

Sincerely yours,

E.M.Alvord

Mr. C.L. Hinkle, General Manager,
Chicago Great Western Railroad Company,
122 South Michigan Avenue,
Chicago, Ill.

JWG:IVM

JOHN H. KAY
ATTORNEY AT LAW
1506 TRIBUNE BUILDING
7 SOUTH DEARBORN STREET
CHICAGO

PHONE CENTRAL 1451

167056

E38-14

DIRECTOR GENERAL OF RAILROADS
FEB 17 1922

February 10,
1922.

Mr. E. M. Alvord,
Assistant to the Director
General of Railroads,
United States Railroad Administration,
Washington, D. C.

Dear Sir:-

I have before me your communication dated November 19, 1921 addressed to Andrews & Cohen, Attorneys at Law, 906-907 Standard Trust & Savings Bank Building, 105 West Monroe Street, Chicago, Illinois, relative to claims of porters on the Chicago, Great Western Railroad for additional compensation due them because they performed brakemen's services on the said railroad during government control.

I beg to advise you that Andrews & Cohen no longer represent these porters, but that I have been engaged to handle these matters for them.

I note you take the position that because these claims were not presented before July 15, 1920 in accordance with General Order No. 29, they will not now be entertained by the Railroad Administration.

I find upon investigation that these claims were presented and a hearing thereon was had before Railway Board of Adjustment No. 1 on February 18, 1919, Case No. 27/16, as you will note by Exhibit "A" attached hereto.

Subsequent to the decision of the Railway Board of Adjustment, numerous demands were made upon the Railroad Administration for the compensation allowed for the class of work these men were performing, but without avail. You will note copy of letter attached hereto marked "Exhibit "B" written by W. G. Lee, President of the Brotherhood of

JOHN H. KAY
ATTORNEY AT LAW
1506 TRIBUNE BUILDING
7 SOUTH DEARBORN STREET
CHICAGO

PHONE CENTRAL 1451

Mr. E. M. Alvord #2.

Railroad Trainmen, to Mr. Walker D. Hines, relative to this matter. You will also note that Mr. Lee in his letter states that this matter had been taken up prior to December 10, 1919, with Messrs. Tyler and Carter. Please also note copy of letter dated January 8, 1920 written by Mr. W. G. Lee to Mr. W. T. Tyler; also copy of claim dated December 2, 1919, which was subscribed and sworn to by the train porters and which was sent to Mr. Tyler. I also have before me copies of telegrams which passed between Mr. John Fitzpatrick, President, Chicago Federation of Labor, Chicago, Illinois, and Mr. C. A. Lake, Assistant to the Director General, relative to the claims of these porters. The matter was also taken up personally with the Railroad Administration by other representatives of these porters.

I understand that porters upon other systems made similar demands and that their demands were honored, and that they received brakemen's pay for the services performed by them. From all the information before me, it appears that the officials in charge of the Chicago, Great Western Railroad during government control, simply ignored the order of the Board of Adjustment No. 1 and the demands of these porters thereunder, and in view of the fact which can be proven, that these men actually performed brakemen's services, they are justly entitled to compensation allowed for such work.

I have been instructed by these porters to bring suit on these claims if they cannot be settled, and inasmuch as I firmly believe from my investigation of all of the facts that these claims are meritorious, I shall be obliged to take such action if it is necessary to do so.

Kindly give these claims further consideration and advise me.

Yours respectfully,

JHK-CF

John H. Kay

Exhibit A

Case No. 27/16.

UNITED STATES RAILROAD ADMINISTRATION.

Director General of Railroads.

RAILWAY BOARD OF ADJUSTMENT NO. 1,

Room 733, No. 1300 Pennsylvania Avenue.

CHICAGO GREAT WESTERN RAILROAD

and

ENGINEERS, FIREMEN, CONDUCTORS, AND TRAINMEN.

Question as to proper rate for Colored Porters on Passenger trains in applying General Order No. 27.

The issue in this case is thus set forth in the joint submission.

Joint Statement of Facts.

The railroad employs colored porters on same of its passenger trains whose general duties are to keep the interior of the equipment in order, assist passengers at stations, care for their luggage, assist the trainmen in preserving order on the trains, in fact menial duties usually assigned to a colored man employed in such capacity, and as directed by the conductor in charge of the train. They are provided with switch keys and under the direction of the conductor sometimes open and close switches and assist in coupling and uncoupling the train when the occasion requires. They are employed on a monthly basis. The monthly rate that obtained on December 31, 1915, was $45, which was increased as of January 1, 1918, to $65 per month.

Position of Committee.

The committee contends that colored porters perform the duties ordinarily required of a passenger brakeman and that they should therefore be compensated at the same rate provided for passenger brakemen under Article VI of General Order No. 27.

Position of Management.

The management denies that colored porters are required to perform the same duties as a passenger brakeman and contends that its colored porters benefited under General Order No. 27 to the extent provided therein and that there is nothing contained in General Order No. 27 to otherwise change the status of those employees.

(Hearings were held on this case February 18, 1919.)

DECISION.

The Board decides that the provisions of Supplement 12 to General Order No. 27 shall apply in this case, and if the employees in question perform any of the duties specified in Supplement 12 to General Order No. 27, the passenger brakemen's rates shall apply. If none of the duties are performed by these men as specified in Supplement 12, then the porter's rate will apply.

F. A. BURGESS,

Chairman Railway Board of Adjustment No. 1.

Washington, D. C.

W. G. Lee,
President.

T. R. Dodge,
Assistant President.

A. E. King,
General Secretary
and Treasurer.

GRAND LODGE

BROTHERHOOD OF RAILROAD TRAINMEN

WGL-M

General Offices, Cleveland, Ohio,
At National Hotel,
Washington, D.C., December 10th, 1919.

Mr. Walker D. Hines,
Director General of Railroads,
Washington, D.C.

Dear Sir:-

In connection with administrative orders issued by you in reference to train porters performing the duties of passenger brakemen, in which it was specified that brakeman's rate of pay would apply where brakemen's duties were performed, I desire to call your attention to the fact that some operating officers of roads under Government control are not inclined to comply with such order, and to illustrate, I quote a letter received by me from General Chairman J.P.McFarland, of the Brotherhood, for the Chicago Great Western R.R., of recent date, as follows:

"The Chicago Great Western R.R. employs nine train porters on the system. They perform the duties ordinarily required of a passenger brakeman. They are provided with switch keys, open and close switches and assist in coupling and uncoupling the train; they also assist in coupling and uncoupling steam and air hose on train. They use hand and lamp signals for the protection and movement of trains. When the porter opens a switch to head a train in or out the engineman is guided by either the hand or lamp signal given by the train porter.

"Last June the train porters were furnished with copy of book of rules and were instructed to acquaint themselves with the rules governing the operation of trains; later on they were called in and examined on the rules.

"I wish to call your attention to the joint statement of facts that was submitted to Railway Board of Adjustment No. 1, wherein the management agreed that the train porters were supplied with switchkeys and opened and closed switches and assisted in coupling and uncoupling the train.

"Although Supplement No. 12 to General Order No. 27 and decision of Railway Board of Adjustment No. 1 directed the management that the train porters performing the duties specified above would receive the passenger brakeman's rate of pay, there has been no attention paid to this, as the train porter is receiving ninety dollars per month, and three of them, working between Chicago and Minneapolis, make about nine thousand miles each per month; but it appears the Federal Manager on this system imagines he is bigger than the Government.

"I am also enclosing bulletin issued by Superintendent Sweeney, dated Chicago, Ill., April 16, 1919, which reads as follows: 'The employment of train porter on certain passen-

ger trains must not be interpretered as a relief from any of the duties or responsibilities otherwise attaching to the brakeman or flagman.' I have never been able to understand the meaning of the bulletin, as the brakeman on a 10, 12 or 14 car passenger train is performing the duties of a flagman while the train porter is up ahead performing the duties of a head brakeman.

"Hoping you will take this matter up with the Director General or his representatives and compel the Chicago Great Western management to apply the passenger brakeman's rate for the train porters."

I have had prior correspondence pertaining to this subject with our committee on that line, and advised Chairman McFarland to again take the matter up with the officers of his company by calling their attention to the administrative order issued by you.

I attach hereto one of the original bulletin (No. 2665) issued under date of April 16, 1919, and reading as follows:

"All concerned:

"The employment of a train porter on certain passenger trains must not be interpreted as a relief from any of the duties or responsibilities otherwise attaching to the brakeman or flagman.

"T. A. Sweeney,
Superintendent."

I dislike to bother your office with such matters, but on prior occasions have discussed this matter with both Messrs. Tyler and Carter, and deem it of sufficient importancemto place the matter before you personally, and hope for an early satisfactory reply.

Very truly yours,

W. G. LEE,

President.

W. G. Lee,
President.

T. B. Dodge,
Assistant President.

A. E. King,
General Secretary
and Treasurer.

GRAND LODGE

BROTHERHOOD OF RAILROAD TRAINMEN

General Offices, Cleveland, Ohio,
Jan. 8th, 1920.

7029 WGL-M

Mr. W. T. Tyler, Director,
Division of Operation, U.S.R.R.A.,
Washington, D. C.

Dear Sir:-

Supplementing correspondence had with you pertaining to train porters on the Chicago Great Western performing the duties of passenger brakemen and the refusal of the officers of that company to comply with orders issued by the Administration in the payment of brakemen's rates to such porters, I attach hereto affidavits or statements signed by certain train porters, and also call your attention to the fact that J.B.Taylor, train porter on that line, was injured at Marshalltown, Iowa, on train No. 54, December 24, 1919, as a result of being caught between two cafe cars while turning the angle-cocks on such cars, which conclusively proves our contention and disputes the contention of the Chicago Great Western, which has been that train porters were not permitted to perform the duties of a passenger brakeman.

This seems to be another instance of where some one connected with the operation of that road continues to disregard order issued by the United States Railroad Administration, and as I have called your attention to this matter on previous occasions, will conclude by saying that, if transportation employes disregard orders of the United States Railroad Administration, or of the chief executives of their organizations, in future, it should be considered only as a 50-50 proposition, and the usual criticism of employes thus refusing to carry out Administration orders considered only to the same extent as the refusal of certain operating officers has been considered.

Very truly yours,

W. G. LEE,

President.

Chicago Ill Dec 2nd 1919.

TO WHOM IT MAY CONCERN.

I am employed as train porter on Chicago Great Western Railroad. Have been in the company service seven years I have performed the following duties during that time. I assist in coupling and uncoupling cars, couple and uncouple steam and air hose on train. I am provided with switch key I open and close switches, give hand and lamp signals for the protection and movement of trains. In fact I perform the duties required of a passenger brakeman. The other train porters working on the road are doing the same work I am doing All train porters on the system are provided with a copy of the book of rules and have been examined on same.

I work on a run between Chicago and Minneapolis a distance of 435 miles I make over 9000 miles per month and receive 90.00 dollars per month. I believe I am entitled to the same rate paid to passenger brakemen, General Order #27 and supplement #12 to General Order #27 has ruled the brakeman's rate would apply, But the rate has been denied us by the management although it is a government order.

Edward Brooks et al.

TRAIN PORTER.

Subscribed & sworn to
before Notary Public

E38-111
Great Western

November 19, 1921.

Gentlemen:

This will acknowledge receipt of your letter of November 12, 1921 relative to the claim of porters who were alleged to have performed services as brakemen on the Great Western Railroad from January 1, 1918 to March 1, 1920.

For your information beg to advise that early in the period of Federal Control, General Order No. 29 was issued which contained instructions as to the proper manner for handling claims of this nature, and there is no good reason why every employe should not have been familiar with those instructions prior to the expiration of Federal Control. The Director General, however, realizing that unless some time limit were set for the discontinuance of such claims that the affairs of the Administration would be unnecessarily prolonged, ruled that July 15, 1920 would constitute the latest date on which such claims could be submitted unless there should develop some extraordinarily meritorious reason satisfactory to the Administration which positively precluded the submission of such claims prior to the date mentioned.

You will, therefore, see that we cannot consistently entertain such claims at this late date unless there should develop extenuating circumstances as mentioned above and we must, therefore, respectfully decline these claims.

Yours truly,

Andrews and Cohen,
Attorneys at Law,
906-907 Standard Trust and Savings Bank Building,
105 W. Monroe Street,
Chicago, Illinois.

JWC:JRC

WM. J. ANDREWS

LOUIS COHEN

Andrews & Cohen

ATTORNEYS AT LAW

906-907 STANDARD TRUST & SAVINGS BANK BLDG.

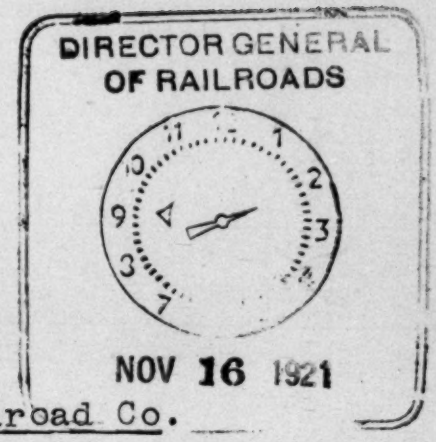
105 W. MONROE STREET

TELEPHONES
RANDOLPH 2743
RANDOLPH 478

164091

CHICAGO,

November
12th
1921.



Director General of Railroads,
Washington, D. C.

In Re: Great Western Railroad Co.

Dear Sir:-

We represent a number of porters who were performing services of brakeman commencing with January 1st, 1918, and ending March 1st, 1920. We have submitted our claims to the Great Western Railroad Company for adjustment, in fact we have exhausted every method in an endeavor to get the Great Western Railroad Company to take up these claims with us, but to the present date without any success.

In our last communication dated October 22nd, 1921, we received a reply from Mr. E. W. Fowler, Ass't. General Manager, who advised us that the Great Western Railroad Company had no jurisdiction to pass on the merits of these claims, stating that such matters are in the exclusive jurisdiction of the Director General of Railroads at Washington.

Therefore, we take this liberty of asking if you will kindly advise us just who the proper party is to present a claim of this nature so that these men may get justice.

Under general order #27 and supplement #12, issued by the United States Railroad Administration, it is expressly provided that where a train porter performs the duties of a brakeman that he must be paid accordingly, and each one of these people that we represent and who are all in the employment of the Great Western Railroad Company, have performed the duties of a brakeman during the period mentioned above, but have not been paid on that basis, but on the contrary have received the porters' salary and it is for the purpose of endeavoring to arrive at a settlement for these men that we now address this communication to your office, and would appreciate a reply advis-

WM. J. ANDREWS

LOUIS COHEN

Andrews & Cohen

ATTORNEYS AT LAW

906-907 STANDARD TRUST & SAVINGS BANK BLDG.

105 W. MONROE STREET

TELEPHONES
RANDOLPH 2743
RANDOLPH 478

CHICAGO.

November
12th
1921.

Director General of Railroads,

ing with whom we must present our claims in proper form.

Thanking you in advance for the above information, we beg to remain

Yours very truly,

ANDREWS & COHEN,

By.....

WJA/

Case No. 27/16.

UNITED STATES RAILROAD ADMINISTRATION.

DIRECTOR GENERAL OF RAILROADS.

Railway Board of Adjustment No. 1,

ROOM 733, NO. 1300 PENNSYLVANIA AVENUE.

CHICAGO GREAT WESTERN RAILROAD

AND

ENGINEERS, FIREMEN, CONDUCTORS, AND TRAINMEN.

QUESTION AS TO PROPER RATE FOR COLORED PORTERS ON PASSENGER TRAINS IN APPLYING GENERAL ORDER NO. 27.

The issue in this case is thus set forth in the joint submission.

JOINT STATEMENT OF FACTS.

The railroad employs colored porters on some of its passenger trains whose general duties are to keep the interior of the equipment in order, assist passengers at stations, care for their luggage, assist the trainmen in preserving order on the trains, in fact menial duties usually assigned to a colored man employed in such capacity, and as directed by the conductor in charge of the train. They are provided with switch keys and under the direction of the conductor sometimes open and close switches and assist in coupling and uncoupling the train when the occasion requires. They are employed on a monthly basis. The monthly rate that obtained on December 31, 1915, was $45, which was increased as of January 1, 1918, to $65 per month.

POSITION OF COMMITTEE.

The committee contends that colored porters perform the duties ordinarily required of a passenger brakeman and that they should therefore be compensated at the same rate provided for passenger brakemen under Article VI of General Order No. 27.

POSITION OF MANAGEMENT.

The management denies that colored porters are required to perform the same duties as a passenger brakeman and contends that its colored porters benefited under General Order No. 27 to the extent provided therein and that there is nothing contained in General Order No. 27 to otherwise change the status of those employees.

(Hearings were held on this case February 18, 1919.)

112074—19

DECISION.

The Board decides that the provisions of Supplement 12 to General Order No. 27 shall apply in this case, and if the employees in question perform any of the duties specified in Supplement 12 to General Order No. 27, the passenger brakemen's rates shall apply. If none of the duties are performed by these men as specified in Supplement 12, then the porter's rate will apply.

F. A. BURGESS,
Chairman Railway Board of Adjustment No. 1.

WASHINGTON, D. C.

WASHINGTON : GOVERNMENT PRINTING OFFICE : 1919

November 29, 1920.

E-38-25

Mr. E. W. Fowler,
Assistant General Manager,
Chicago Great Western Railroad,
Chicago, Ill.

Dear Sir:

This will acknowledge your letter of November 22, replying to mine of the 9th, addressed to Mr. Hinkle, concerning complaint received from one John Fitzpatrick, alleging the non-application of Docket 27/16, Chicago Great Western Railroad vs. Engineers, Firemen, Conductors and Trainmen, as to the proper rate for colored porters on passenger trains in applying General Order No. 27.

Very truly yours,

5-eow

CHICAGO GREAT WESTERN RAILROAD COMPANY

OFFICE OF ASSISTANT GENERAL MANAGER

E. W. FOWLER
ASSISTANT GENERAL MANAGER

CHICAGO. November 22, 1920.

E 38-25

Mr. W. J. Harahan,
Staff Officer, Director General
of Railroads, U. S. R. A.,
Washington, D. C.

NOV 24 1920

Dear Sir:-

Your letter of the 9th inst., to Mr. Hinkle, concerning complaint received from one John Fitzpatrick, alleging the non-application of Docket 27/16, Chicago Great Western Railroad Vs. Engineers, Firemen, Conductors and Trainmen as to the proper rate for colored porters on passenger trains in applying General Order No. 27, has been referred to the undersigned for attention.

From an examination of the record it would appear that I could do no better than to provide you with a copy of certain correspondence bearing directly upon the matter and to state certain relevant facts and circumstances in connection with Mr. Fitzpatrick's interest therein. Accordingly, I enclose copy of letters exchanged between Mr. Fitzpatrick and Federal Manager Mr. W. L. Park, bearing dates of December 5th and December 10th, 1919, respectively.

Mr. Park's letter of December 10th sets forth concisely the history of the controversy and the status of our colored train porters under the decision of the Railway Board of Adjustment in Docket 27/16 and under Supplement No. 12 to General Order No. 27.

It was written in confirmation of understandings had with Mr. Fitzpatrick at a conference had with Mr. Park on the preceding date, at which the undersigned was present and during which the entire record was reviewed. Mr. Fitzpatrick left the conference apparently satisfied that the complaint of the colored porters was without justification, as his failure to file any exceptions to the letter of December 10th bears witness.

The decision of the Railway Board of Adjustment in Docket 27/16 merely directed that Supplement No. 12 to General Order No.27 shall have influenced the then contending parties to a decision as to whether or not porters employed on Chicago Great Western Railroad passenger trains were entitled to receive the wages paid to passenger brakemen or flagmen, there being nothing contained in the decision that directed a change in the status of the porters

unless it be shown that the Management required the porters to be qualified and to perform the essential duties specified in Supplement No. 12 to General Order No. 27. This the organization prosecuting the claim could not show because it was not a fact and in due time they dropped the case after an unsuccessful appeal to the Director General.

That the organization did appeal to the Director General is evidenced by the record from which I quote the following addressed to Federal Manager Mr. W. L. Park by Mr. R. H. Aishton, Regional Director, under date of February 10, 1920, and the former's reply of February 16, 1920:

"Attached are two separate files of papers relative to rate of pay, train porters - CGW Railroad:

These files were received from Mr. Tyler together with a complaint that the train porters claim they are performing the duties required of passenger brakemen.

I would appreciate your investigation of this matter and definite determination as to whether or not train porters are performing the duties of brakemen and if so, why they are not paid therefore, in accordance with provisions of Supplement No. 12, General Order No. 27.

When this investigation is complete, would appreciate report with return of attached files.

Yours truly,

(sgd) R. H. Aishton."

- - - -

"Replying to your letter of February 10th - rates of pay train porters, Chicago Great Western Railroad. I return herewith the two separate files relating thereto. As I have just previously gone over this matter I am prepared to at once answer your letter without making further investigation.

The train porters are employed on the Chicago Great Western to keep the coaches clean en route, and to perform such duties as are usually performed by train porters. They are not members of the B of R T, are not eligible and that organization has no authority to legislate for or to represent them. They are affiliated with the American Federation of Labor. Mr. John Fitzpatrick, President of the Chicago Federation, took their case up with me and I wrote him the letter first attached. I also had a personal interview with him, and I think he fully understood that the colored porters, for their capabilities, had good jobs, are well paid and fully protected by Administration Orders as to overtime and hours of duty. I of course explained to him the formal procedure it would be necessary to follow in the event my decision was not acceptable. He also went over the examination and was impressed with their incompetency as brakemen, at least we have heard nothing from him since.

Mr. Park's letter of February 16th to Mr. Aishton continued:

"To demonstrate conclusively whether these porters are in any way competent to perform regularly the duties of a brakeman, I instructed the Superintendents last June to give them a formal examination. Not one of them had any knowledge of a brakeman's duties; except a little general information they had picked up through hearing the trainmen talk, they were so densely ignorant of anything pertaining thereto that it would be dangerous to invest them with any authority or responsibility in connection with the movement of trains. I attach a copy of the ex amination of two of them. These are typical of all. The others are on file and may be scrutinized at any time. One of the two selected at random is that of the first complaint on the attached file - Edward Brooks, who has been in the service as train porter for twenty-three years. On page 4 he says 'I did not know that porters were subject to ex amination; they never were before to my knowledge', and he was right, they never had been. Brooks did not know how to distinguish double track from single track;knew nothing about the rights of trains, either by class, direction or designation; knew nothing about the physical divisions of the road as pertaining to train movements; did not know what a fixed signal was, 'unless it was one that had been fixed'; did not know what a train order signal was, a yard or a depot; did not know the signal colors or what they were for; did not know the signal colors or what they were for; did not know the hand signals; did not know how to test the air brakes; did not know how to flag a train.

Of course many of the questions asked they would not be expected to answer correctly, but those essential to the duties of a brakeman they should know something about. Brooks' examination displayed more knowledge of the duties of a brakeman than the others. None of them, however, knew anything about a brakeman's duties, and if we were compelled to pay brakemen's wages and qualify them it would mean their dismissal and the employment of those who could pass an examination and regularly perform the duties, in which case there would be no one to clean up the coaches and do porter work, as we could not afford to employ superfluous men on the trains, not needing any more brakemen.

I presume the conductors at times may ask these colored porters to do something that might be considered as a brakeman's work, or even that of the conductor. He does not, however, ask him to assume any responsibility therefor on the part of the railroad as he has no authority to do so. The brakemen I am quite sure are trying to make it appear that they do their work. I have no doubt that at times they may do some work for the railroad that would be technically brakemen's work. This might occur in an emergency when the regular crew could not cover all of the conditions, under which circumstances the conductor would call on the Pullman conductor or the Pullman porter, or passenger even.

Mr. Park's letter of February 16th to Mr. Aishton continued:

"These events occur infrequent and it is quite natural that the colored porter be used instead of others mentioned, for the reason that he is always quickly available and the conductor knows to what extent he can be trusted. Under such conditions the conductor is responsible, and not the porter. They do not, however, regularly perform the duties of a brakeman by any order of the Management. They are, of course, used in handling baggage, mail, etc.

There is no importance in connection with the bulletin of Superintendent Sweeney surreptitiously removed from our bulletin board, the object of which was to curb the use of porters to do the trainmen's work which they were improperly imposing upon them, as stated in Mr. Sweeney's letter attached.

These train porters are well taken care of indeed; under the rates fixed for this class of employes they will be paid from $94.37 to $128.50. Of course, in addition to this they receive quite substantial perquisites from the passengers for special attention.

Yours truly,

(Sgd) W. L. Park."

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As further evidence of the intent of Supplement No. 12 to General Order No. 27 attention is invited to Mr. Tyler's letter of April 7, 1919, to the Regional Directors, reading:

"Referring to the exchange of correspondence with Regional Directors Aishton, Bush, Holden, Maher and Winchell, regarding Supplement No. 12 to General Order No. 27:

The intent of this Supplement is to require the payment of the brakemen's rate whenever the brakemen's duties are performed by the train porter. The Supplement plainly states that it shall not curtail the duties of employes heretofore classed as 'train porters' so that there should be no question about these employes continuing to perform the train porter's work even though paid the brakemen's rate.

It has been understood in certain regions that on trains having white brakemen or white flagmen and a negro porter, the porter should be paid only the porter's rate. This is proper providing the porter is not required to perform <u>any</u> of the duties of a brakeman. If he is required by orders of the management to perform the duties of a brakeman, notwithstanding there may be other brakemen or flagmen on a train, he should be paid the brakemen's rates.

In order to clearly cover the matter and avoid improper claims under this rule, instructions limiting the duties of train porters on trains where white flagmen or white brakemen are employed should be issued so that it will be clearly understood that the colored porter is not required to perform

Mr. Tyler's letter of April 7,1919, to Regional Directors, continued:

"any of the duties of brakemen or flagmen. The instructions should be carefully worded so as to not relieve colored porters of the duty of flagging in an emergency or when the safety of the train requires that they do it."

- - - -

Upon receipt of the above quoted advice the Chicago Great Western Railroad posted the following notice on bulletin boards addressed to all concerned - -

"The employment of a train porter on certain passenger trains must not be interpreted as a relief from any of the duties or responsibilities otherwise attaching to the brakeman or flagman",

but at no time before or since the posting of such notice has the Management required its porters to be qualified or to perform any of the essential duties of a trainman specified in Supplement No. 12 to General Order No. 27.

In view of all this the writer begs to suggest that the complaint of Mr. Fitzpatrick be dismissed on the grounds that the matter has already received full consideration by the United States Railroad Administration and the claim of the colored porters found to be without merit in point of fact as well as in point of equity, and that the controversy is a closed incident of Federal operation.

As matter of further information, please be advised that the provisions of Supplement No. 26 to General Order No. 27 were applied to the colored porters employed on the Chicago Great Western Railroad from its effective date, November 1, 1919, and is still effective in corporate control except as to the basic monthly rate, which the Management voluntarily increased from $90.00 to $110.00, effective May 1, 1920.

Very truly yours,

E. W. Fowler,
Asst. General Manager.

EWF-ER

COPY

Headquarters

CHICAGO FEDERATION OF LABOR

Chicago, Ill. Dec. 5, 1919

Mr. W. L. Parks,

Federal Manager,

122 So.Mich. Ave., City.

My dear Sir:-

The Railroad Train Porters' Union, No. 16794, affiliated with the American Federation of Labor, brought to my attention a complaint in which they say that they are discriminated against by a certain railroad. I asked them to submit the matter in writing stating the facts, so that the matter might be presented to the proper officials for such consideration as the matter merits.

In their submission they mention you as the official in charge. Therefore I am taking the liberty of addressing you. Inclosed you will find their statement and if the matter comes within your jurisdiction will it be possible to have consideration of this matter at an early date?

Hoping to hear from you at your convenience, I am,

Very respectfully,

(sgd) John Fitzpatrick,
Organizer, A.F.of L.
166 W.Washington St.

COPY

Chicago, Ill., Nov. 25, 1919.

Mr. John Fitzpatrick,
Pres. Chicago Federation of Labor,
166 West Washington St.,
Chicago, Ill.

Dear Sir:-

In 1918 Mr. W. G. McAdoo, the Director General of Railroads issued General Order No. 27 stating all employees in the employ of railroads under Government control, who are performing the same duties must receive the same pay. He also issued Supplement No. 12 prohibiting the removal of employees from services of the railroad companies, stating that there were a number of employees in the railroad services who had been employed by the railroad companies for a number of years, and regardless of nationality, creed, or color, they should not be removed, or their duties curtailed. Immediately after the Director General of Railroads issued General Order No. 27 and Supplement No. 12, the colored train porters in the employ of the Chicago Great Western Railroad who were performing the same duties as the white passenger brakemen called their Supt. attention by letter and personally to General Order No. 27 and Supplement No. 12, asking that they receive the same consideration as the white passenger brakemen in regards to salary, as the colored train porters were entitled to the same pay as the white passenger brakemen. Immediately after making this request we were called into our respective Supt. offices and informed that the Chicago Great Western Railroad did not consider our work the same as the white passenger brakemen and the company said we were not entitled to the same pay as the white passenger brakemen. The Chicago Great Western Railroad's decision is contrary to General Order No. 27 and Supplement No. 12. They are also discriminating and Supplement No. 12 forbids it. All correspondence submitted to the Chicago Great Western Railroad by the colored train porters regarding this matter has remained unanswered. All other railroads under Government control affected by General Order No. 27 and Supplement No. 12 are complying with the Director General of Railroad's orders regarding this matter by paying their colored train porters who are performing the same work as the white passenger brakemen the same salary as the white passenger brakemen and we see no reason why the Chicago Great Western Railroad should not do likewise.--

The colored train porters in the employ of the Chicago Great Western Railroad, who are performing the same duties as the white passenger brakemen, were receiving $65.00 per month, for practically the same work. At present we receive $90.00 per month for the same work as the white passenger brakemen. The white passenger brakemen receiving a guarantee of $120 per month for 4500 miles and $2.66 for each 100 miles in excess to 4500 miles.

We, the undersigned committee, representing the colored train porters employed by the Chicago Great Western Railroad, who are members of Local #16794 affiliated with the A. F. of L. respectfully submit this matter to you for adjustment. We refer you to our Federal Manager, W. L. Park, 122 South Michigan Ave.

Hoping to redeive an early reply to this matter, we remain,

Respectfully,

E. L. Farrington, Chairman,
4336 Indiana Ave.,
Chicago, Ill.

E. Brooks,
Wm. Haddox,
C. M. White.

Committee.

(S E A L)

Albert A. Walton, Pres.#16794.

COPY

Chicago, December 10th, 1919.

Mr. John Fitzpatrick,
Organizer, A. F. of L.,
166 W. Washington Street,
Chicago, Illinois.

Dear Sir:----

Acknowledging receipt of your letter 5th inst., concerning allegations made by the colored porters employed on the Chicago Great Western Railroad that they are being discriminated against in the application of certain wage orders of the Director General, I beg to advise that the question has heretofore had my personal attention and that a careful investigation failed to disclose any foundation for such allegations.

As indicated in the complaint of the Committee, the charge was first inspired by that which is found in the Director General's General Order No. 27, reading - "Effective June 1, 1918, colored men employed as firemen, trainmen and switchmen shall be paid the same rates of wages as are paid white men in the same capacity."

The Chicago Great Western Railroad employs colored porters on only a few of its more important passenger trains whose general duties are to keep the interior of the equipment in order, assist passengers at stations, care for their luggage, assist the trainmen in preserving order on the train, and other menial duties usually assigned to a colored man employed in such capacity, but with none of the responsibilities attaching to a trainman. Accordingly the above quoted rule of the order has not been considered applicable to colored porters employed by the Chicago Great Western Railroad - only is it applicable where colored men are employed "in the same capacities" as firemen, trainmen and switchmen.

It will probably interest you to know, however, that the Brotherhood of Railroad Trainmen took issue with us on this question and the issue was jointly submitted to the Division of Labor, United States Railroad Administration at Washington for official decision in the following form:

"POSITION OF COMMITTEE:
The Committee contends that colored porters perform the duties ordinarily required of a passenger brakeman and that they should therefore be compensated at the same rate provided for passenger brakemen under Article VI of General Order No. 27."

"POSITION OF MANAGEMENT:
The Management denies that colored porters are required to perform the same duties as a passenger brakeman and contends that its colored porters benefited under General Order No. 27 to the extent provided therein and that there is nothing contained in General Order No. 27 to otherwise change the status of those employees,"

and in due time the following formal decision was made by the properly constituted Board of Adjustment:

"DECISION

The Board decides that the provisions of Supplement No. 12 to General Order No. 27 shall apply in this case, and if the employees in question perform any of the duties specified in Supplement 12 to General Order No. 27, the passenger brakemen's rates shall apply. If none of the duties are performed by these men as specified in Supplement 12, then the porter's rate will apply."

Supplement 12 to General Order 27 referred to in the above quoted decision was promulgated by the Director General subsequent to the date the local issue was jointly submitted to the Division of Labor and for your ready reference I here reproduce it:

"UNITED STATES RAILROAD ADMINISTRATION

- - - - -

Washington, D.C.Dec.2, 1918.

- - - - -

SUPPLEMENT No. 12 to GENERAL ORDER No. 27.

To carry out the intent of Article VI, of General Order No. 27, and retroactive to June 1, 1918, it is ordered:

1. Employes in a passenger train crew, except conductor, collector and baggagemaster, qualified and regularly required to perform the following essential duties, will be designated and paid accordingly:

(A) Inspect cars and test signal and brake apparatus for the safety of train movement.

(B) Use hand and lamp signals for the protection and movement of trains.

(C) Open and close switches.

(D) Couple and uncouple cars and engines and the hose and chain attachments thereof.

(E) Compare watches when required by rule.

2. Where white brakemen are not employed, the compensation and overtime rule for colored brakemen shall be the same, for both passenger and freight service, as for the same positions on the minimum paid contiguous road.

3. This order shall not curtail the duties of employes heretofore classed as "train porters."

4. This order shall not infringe upon the seniority rights of white trainmen.

(Signed) W. G. McAdoo,
Director General of Railroads."

This, then definitely disposed of the controversy because the colored porters were neither "qualified" or "regularly required" to perform any of the essential duties enumerated.

That they are not so qulaified is best evidence by the record of their recent examination for trainmen which, without exception records their absolute lack of a knowledge of transportation rules requisite for the safety of persons and of property shoubd they be required to assume any of those essential duties of a trainman. Ordinarily such a lack of knowledge as these Tramportation Department employes manifested in their recent examination is cause sufficient to have terminated their service, but in consideration of the long term of service of most of then, we decided to defer that action and continue them in their present capacity.

I have gone into the matter at some length in order that you might be better acquainted with the real facts and in closing it is also perhaps well for me to mention that these employes were compensated at therate of $45.00 per month prior to January 1, 1918; that under the terms of General Order 27 they received $65.00 per month from January 1, 1918, until July 1, 1919, when, in redognition of certain then existing inequalities the local Management voluntarily increased their monthly rate to $90.00 which they still enjoy together with the emoluments which custom has attached to such positions - an increase of 100% in straight salary over the rate in effect January 1, 1918.

Yours truly,

(Sgd) W. L. Park,

Federal Manager.

November 9, 1920.

E-38-25

Mr. C. L. Hinkle, Gen. Mgr.
Chicago Great Western Railroad,
Chicago, Illinois.

Dear Sir:

Complaint has been received from one John Fitzpatrick, President of the Chicago Federation of Labor, in regard to the non-application of Docket 27/16, Chicago Great Western Railroad vs. Engineers, Firemen, Conductors and Trainmen, as to the proper rate for colored porters on passenger trains in applying General Order No. 27.

Will you please investigate and advise.

Very truly yours,

5-BP

CHICAGO FEDERATION OF LABOR
UNITY
AFFILIATED WITH A.F. OF L.
ORGANIZED NOV. 9, 1896

...S FIRST AND THIRD SUNDAYS, AT 2 P. M.
MUSICIANS' HALL, 175 WEST WASHINGTON ST.

TELEPHONE FRANKLIN 1564

HEADQUARTERS

Chicago Federation of Labor

E. N. NOCKELS, SECRETARY

FEDERATION BUILDING, 166 W. WASHINGTON STREET

OFFICERS

JOHN FITZPATRICK, PRESIDENT
OSCAR F. NELSON, VICE-PRESIDENT
E. N. NOCKELS, SECRETARY
FRED G. HOPP, FINANCIAL SECRETARY
THOS. F. KENNEDY, TREASURER
JOHN C. FLORA, READING CLERK
MARTIN NELSON, SERGEANT-AT-ARMS

EXECUTIVE BOARD

DAVID BOSGRAAF — J. A. KAIN
T. F. NEARY — CHAS. LOHEIT
CHAS. DOLD — JOHN FITZPATRICK
E. N. NOCKELS

LEGISLATIVE COMMITTEE

AGNES JOHNSON — HENRY VAN ARTSEN — STEVE SUMNER — T. G. YANCE — JOS. W. MORTON

Chicago, Ill., October 11, 1920.

OCT 13 1920

E 3815

Hon. C. S. Lakes,
Assistant Director General,
U. S. Railroad Administration,
Washington, D. C.

My dear Sir:-

On August 23rd, 1920, I forwarded to you copies of the documents in the case of the Porters and Brakemen vs. the Great Western Railroad and so far failed to receive acknowledgment. You will remember our correspondence in relation to this matter and our desire to have some definite action upon it.

In the publication of the U. S. Railroad Administration, "Decisions of Railway Board of Adjustment No. 1," January to June, 1919, Page 457, Case No. 27/16, you will find our case and the decision thereon.

We contend that under this decision the Porters who do brakemen's work are entitled to the Brakemen's rate of wages and this rate has been withheld by the Great Western Railroad from these men.

We ask that such action be taken as will enable these men to secure the back pay which is being withheld.

UNION-MADE PAPER—SEE UNION LABEL WATER MARK

Hon. C. S. Lakes #2

Will you please advise me as to the status of this case and if we may hope for an early adjustment of same?

Very sincerely,

John Fitzpatrick

Copy of decision. "Railway Adjustment Board No 1 January to June 1919." Page 457.

Case No. 27/16

CHICAGO GREAT WESTERN RAILROAD

and

ENGINEERS, FIREMEN, CONDUCTORS, AND TRAINMEN.

Question as to proper rate for colored porters on passenger trains in applying General Order No. 27.

The issue in this case is thus set forth in the joint submission.

JOINT STATEMENT OF FACTS.

The railroad employs colored porters on some of its passenger trains whose general duties are to keep the interior of the equipment in order, assist passengers at stations, care for their luggage, assist the trainmen in preserving order on the trains, in fact menial duties usually assigned to a colored man employed in such capacity, and as directed by the conductor in charge of the train. They are provided with switch keys and under the direction of the conductor sometimes open and close switches and assist in coupling and uncoupling the train when the occasion requires. They are employed on a monthly basis. The monthly rate that obtained on December 31, 1915, was $45, which was increased as of January 1, 1918, to $65 per month.

POSITION OF COMMITTEE.

The committee contends that colored porters perform the duties ordinarily required of a passenger brakeman and that they should therefore be compensated at the same rate provided for passenger brakemen under Article VI of General Order No. 27.

POSITION OF MANAGEMENT.

The management denies that colored porters are required to perform the same duties as a passenger brakeman and contends that its colored porters benefited under General Order No. 27 to the extent provided therein and that there is nothing contained in General Order No. 27 to otherwise change the status of those employees.

(Hearings were held on this case February 18, 1919.)

DECISION.

The Board decides that the provisions of Supplement 12 to General Order No. 27 shall apply in this case, and if the employees in question perform any of the duties specified in Supplement 12 to General Order No. 27, the passenger brakemen's rates shall apply. If none of the duties are performed by these men as specified in Supplement 12 then the porter's rate will apply.

F. A. BURGESS,

Chairman Railway Board of Adjustment No. 1.

Washington, D. C.

CHICAGO FEDERATION OF LABOR — UNITY — AFFILIATED WITH A.F. OF L. — ORGANIZED NOV. 9, 1898

... FIRST AND THIRD SUNDAYS, AT 2 P. M.
...ICIANS' HALL, 175 WEST WASHINGTON ST.

TELEPHONE FRANKLIN 1564

HEADQUARTERS

Chicago Federation of Labor

E. N. NOCKELS, SECRETARY

FEDERATION BUILDING, 166 W. WASHINGTON STREET

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OSCAR F. NELSON, VICE-PRESIDENT
E. N. NOCKELS, SECRETARY
FRED G. HOPP, FINANCIAL SECRETARY
THOS. [illegible] KENNEDY, TREASURER
JOHN [illegible] GLORA, READING CLERK
MARTIN NELSON, SERGEANT-AT-ARMS

EXECUTIVE BOARD

DAVID BOSGRAAF — J. A. KAIN
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CHAS. DOLD — JOHN FITZPATRICK
E. N. NOCKELS

LEGISLATIVE COMMITTEE

AGNES JOHNSON — HENRY VAN ARTSEN — STEVE ...MNER — T. G. VANCE — JOS. W. MORTON

August 23, 1920

Hon. C. S. Lake,
Assistant to the Director General, 25 ...
United States Railroad Administration,
Washington, D. C.

My dear Sir:-

In your last telegram, you made the suggestion that if we had the duplicate papers in the matter of the Brakemen and Porters vs Chicago & Great Western Railway, you would undertake to file them as a case pending.

I just had a letter from Mr. Franklin in which he acknowledged receiving the papers, and said that he would communicate with you in regard to locating the same.

In order that this matter will not be delayed, I am sending you herewith, -

1: Copy of letter addressed to me by the Committee of the Organization involved, dated November 21, 1919.

(This is a statement of their complaints and grievances.)

2: Copy of letter dated December 5, 1919, addressed to W. L. Parks, Federal Manager of the Chicago & Great Western Railway, wherein I tried to ascertain if he had jurisdiction in this case,- to which he replied by 'phone, and as a result, we held a conference, but he would give the grievance of the Brakemen and Porters no consideration whatsoever.

3: Copy of letter dated February 20, 1920, to Mr. W. S. Carter who, I was advised at the time, was the Government Representative in charge of matters of this nature.

4: Copy of letter dated April 6, 1920 addressed to yourself and Mr. Franklin wherein I advised you

UNION-MADE PAPER—SEE UNION LABEL WATER MARK

CHICAGO FEDERATION OF LABOR
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HENRY VAN ARTSEN
STEVE SUMNER
T. G. VANCE
JOS. W. MORTON

Hon. C. S. Lake #2 August 23, 1920

that I had communicated with Mr. Carter, and that he, in turn, advised me that he was no longer in charge of these matters, and that I would have to take the matter up with yourself and Mr. Franklin.

I think that the presentation of these communications will be sufficient to have our case re-instated if the original documents have been lost.

I am also advised that committees of the Brotherhood of Railroad Conductors and the Brotherhood of Railway Trainmen have urged upon the Railroad Administration that the claims of these Brakemen and Porters be allowed. If it is necessary, I think we can secure affidavit to this effect.

Hoping to be advised as to what action you take, I am

Very sincerely yours,

JF-H

4 enc.

John Fitzpatrick

UNION-MADE PAPER—SEE UNION LABEL WATER MARK

COPY 201

Chicago, Ills.,
November 21, 1919.

Mr. John Fitzpatrick,
Pres. Chicago Federation of Labor,
166 West Washington St.,
Chicago, Ill.

Dear Sir:-

In 1918 Mr. W. G. McAdoo, the Director General of Railroads issued Genl. Order No. 27 stating that all employees in the employ of railroad under Govt. control, who are performing the same duties must receive the same pay. He also issued supplement No. 12 prohibiting the removal of employees from services of the railroad companies, stating that there were a number of employees in the R. R. services who had been employed by the R. R. Co's for a number of years, and regardless of nationality, creed or color, they should not be removed, or their duties curtailed. Immediately after the D. G. of R. R. issued Genl. Order No. 27 and supplement No. 12, the colored train porters in the employ of the Chicago Great Western Railroad who were performing the same duties as the white passenger brakemen called their Supt's attention by letter and personally to Genl. Order No. 27 and supplement No. 12, asking that they receive the same consideration as the white passenger brakemen in regards to salary, as the colored train porters were performing the same duties as the white passenger brakemen, and according to the Director General of Railroads' decision, the colored train porters were entitled to the same pay as the white passenger brakemen. Immediately after making this request we were called into our respective Supt's office and informed that the C. G. W. R. R. did not consider our work the same as the white passenger brakemen, and the Co. said we were not entitled to the salary as the white passenger brakemen. The Chco. Gt. W. R. R.'s decision is contrary to Genl. Order No. 27 and supplement No. 12. They are also discriminating and supplement No. 12 forbids it. All correspondence submitted to the C. G. W. R. R. by the colored train porters regarding this matter has remained unanswered. All other railroads under Govt, control affected by Genl. Order No. 27 and supplement No. 12 are complying with the D. G. of R. R.'s orders regarding this matter by paying their colored train porters who are performing the same work as the white passenger brakemen the same salary as the white passenger brakemen, and we see no reason why the C. G. W. R. R. should not do likewise.

We, the undersigned committee, representing the colored tran porters employed by the Chgo. Gt. Western R. R. who are members of Local #16794 affiliated with the A. F. of L. respectively submit this matter to you for adjustment.

Respectfully yours,

E. L. Farrington, Chairman,
4336 Indiana Ave.,
Chicago, Ill.

E. Brooks
Wm. Maddox
C. M. White

COMMITTEE

COPY No 1

P. S.

The colored train porters in the employ of the Chicago Great Western Railroad, who are performing the same duties as the white passenger brakemen, were receiving $65.00 per month, for practically the same work. At present we receive $90.00 per month for the same work as the white passenger brakemen. The white passenger brakemen receiving a guarantee of $120.00 per month for 4500 miles and $2.66 for each 100 miles in excess to 4500 miles.

COPY No 2

Chicago, Ill., December 5, 1919.

Mr. W. L. Parks,
Federal Manager,
122 S. Michigan Ave., City.

My dear Sir:-

The Railroad Train Porters' Union, No. 16794, affiliated with the American Federation of Labor, brought to my attention a complaint in which they say that they are discriminated against by a certain railroad. I asked them to submit the matter in writing, stating the facts, so that the matter might be presented to the proper officials for such consideration as the matter merits.

In their submission they mention you as the official in charge. Therefore I am taking the liberty of addressing you. Inclosed you will find their statement and if the matter comes within your jurisdiction will it be possible to have consideration of this matter at an early date?

Hoping to hear from you at your convenience, I am,

Very respectfully,

COPY No 3.

Chicago, Ill., February 20, 1920

Mr. W. S. Carter,

Dear Sir and Brother:-

I am informed that you are chairman of the Wage Board of the Railroad Administration and because of this I am writing you to present a grievance of a local union affiliated with the American Federation of Labor and known as Train Porters' Local Union No. 16794.

I am enclosing a copy of letter addressed to me and dated November 21, 1919. This is a statement of the complaint of the union as submitted to me to take up with the Federal Director of the Chicago and Great Western Railroad, Mr. Wm. L. Parks.

I took the matter up with Mr. Parks and while he admitted that these train porters do brakemen's work the railroad would employ white men if they had to pay the scale of wages as provided for in General Order No. 27, and supplement No. 12.

These men feel that they are entitled to the decisions and awards made which affect their wages. They also make the point that as head-end brakemen they are not relieved at the end of a division like the conductors, engineers, firemen and rear-end

COPY

Mr. W. S. Carter #2

brakemen, but have to continue on to the terminal, having changed train crews three or four times.

They do not complain about the runs or the work exacted from them but they feel that a great injustice is done them in withholding and denying them the rates prescribed for the work which they actually perform.

If this matter does not come within the scope of your duties will you please advise me who to take the matter up with? and if I am not making the proper kind of presentation of this matter I know that you will be glad to advise me how to proceed.

Very sincerely,

(Signed) John Fitzpatrick

COPY no 4

Chicago, Ill., April 6, 1920

Messrs. C. S. Lake, and
J. A. Franklin,
Assistants to Director General,
U. S. Railroad Administration.

Gentlemen:-

I received your letter in answer to letters I addressed to W. S. Carter in regard to complaints of train porters and brakemen employed by the Great Western Railroad. I did not know that Mr. Carter was succeeded by you. However, we desire to present this matter to those in authority to deal with such questions.

In the second paragraph of your letter you say, "As these men are claiming brakeman's wages and working conditions which are covered by the Trainmen's agreement," & etc.

The men concerned in this complaint are Negroes and not eligible to membership in the Trainmen's organization. Therefore we cannot expect the Trainmen to take up their grievances. These men are organized and chartered by the American Federation of Labor. We are trying to assist them in adjusting their grievances.

This matter has been taken up by the local union's committee with the Federal Manager, Mr. Parks, without any result. Later, I took the matter up with Mr. Parks and his position, as expressed

(Copy)

to me, is that if he has to pay the rates stipulated in rules he will employ white men to do the work. We don't care whether Negroes or white men do the work, all we want is that the rate stipulated by the rules be paid to those who actually do the work.

I have seen the checks made for the wages of these men and where it specified the classification under which such wages are to be, the classification was crossed out with pen and ink and a lower classification inserted.

We feel that this situation is being juggled with and all we ask is that the rules as laid down by the Railroad Administration be followed out and the wages due these men be paid.

Hoping this matter will be looked into, I am,

Very respectfully,

(Signed) John Fitzpatrick

E-38-25

August 22, 1923.

Mr. J. A. Franklin,
International President,
International Brotherhood of Boilermakers,
Iron Ship Builders & Helpers of America,
315 Wyandotte Bldg., Kansas City, Kansas.

My dear Mr. Franklin:

I have your letter of the 19th enclosing copy of telegram received from Mr. John Fitzpatrick, President of the Chicago Federation of Labor, regarding certain papers left with you.

We have now located at least a part of the papers referred to as being left with you, but inasmuch as the complaint is general rather than specific we have advised Mr. Fitzpatrick to duplicate his contentions specifically and in the meantime we will treat the case as pending.

Very truly yours,

C 14

1/as

J. A. FRANKLIN.....Int'l Pres.
LOUIS WEYAND.....Acting Int'l .
Room 315 Wyandotte Building
Kansas City, Kansas

Office of
International President

JAS. B. CASEY.....Editor-Mgr. of Journal
Room 314 Wyandotte Building
Kansas City, Kansas
F. P. REINEMEYER.....Int'l Sec'y-Treas.
Room 309 Wyandotte Building
Kansas City, Kansas

INTERNATIONAL BROTHERHOOD OF BOILER MAKERS AND IRON SHIP BUILDERS AND HELPERS

IRON SHIP BUILDERS AND HELPERS of AMERICA

6 AFFILIATED WITH THE A. F. OF L.

KANSAS CITY, KANSAS August 19, 1920.

Mr. C. S. Lake,
Railroad Administration,
Washington Loan & Trust Building,
17th & G. Sts., N. W.,
Washington, D. C.

My dear Mr. Lake:

I am enclosing herewith copy of telegram received from Mr. John Fitzpatrick, President of the Chicago Federation of Labor calling attention to certain papers turned over to me all with regard to alleged grievance of brakemen and porters employed by the Great Western Railroad.

These papers, as I recall it, were left with the Administration. They are of the usual character of complaints on the part of the colored porters who have been required to perform brakemen's work for which they are claiming brakemen's rate of pay.

Will you not kindly examine your files and ascertain the present status of these claims and advise me, or preferably Mr. John Fitzpartick, 166 W. Washington St., Chicago, Ill.

Thanking you in advance for this favor and with very kindest regards I am,

Yours very truly,

International President.

JAF:R

COPY OF WESTERN UNION TELEGRAM

15FY S 61

B Chicago, Ill 235 P Aug 6, 1920.

Joseph Franklin

Care A J Berres A F of L Bldg, Washington D C

You will remember when I met you in Washington in regard to the Brakemen and Porters' grievances with the great Western Railroad I left in your keeping certain letters and documents dealing with the case we are anxious to secure consideration of this matter before it is outlawed by time limitations but would like to secure the papers left with you

John Fitzpatrick

421P

Form 1201

CLASS OF SERVICE	SYMBOL
Day Message	
Day Letter	Blue
Night Message	Nite
Night Letter	N L

If none of these three symbols appears after the check (number of words) this is a day message. Otherwise its character is indicated by the symbol appearing after the check.

WESTERN UNION TELEGRAM

NEWCOMB CARLTON, PRESIDENT GEORGE W. E. ATKINS, FIRST VICE-PRESIDENT

CLASS OF SERVICE	SYMBOL
Day Message	
Day Letter	Blue
Night Message	Nite
Night Letter	N L

If none of these three symbols appears after the check (number of words) this is a day message. Otherwise its character is indicated by the symbol appearing after the check.

RECEIVED AT 69NL

B CHICAGO ILLS AUG 18 20

96

CALAKE ASST TO THE DIRECTOR GENERAL U S RR ADMN WASHINGTON DC

TELEGRAM RECEIVED I NOTE YOUR INABILITY TO LOCATE PAPERS I LEFT THEM IN THE PERSONAL CHARGE OF MR FRANKLIN AND WILL LOOK TO HIM FOR THEM STOP THE BRAKEMEN AND PORTERS ON THE GREAT WESTERN RAILROAD HAVE BEEN DENIED THE COMPENSATION DUE THEM UNDER THE RULENGS OF THE UNITEDSTATES RAILROAD ADMINISTRATION STOP CAN YOU SUGGEST HOW WE SHOULD PROCEED TO BRING THE MATTER TO THE ATTENTION OF THE ADMINISTRATION

JOHN FITZPATRICK

103A AUG 1920 19TH

Form G-84

TELEGRAM

UNITED STATES RAILROAD ADMINISTRATION

DIRECTOR GENERAL OF RAILROADS

SENT FROM: Washington, D. C.
August 19, 1920.

E-3825

John Fitzpatrick President
Chicago Federation of Labor
166 West Washington St
Chicago Illinois

YOUR TELEGRAM IF THE PAPERS KEPT WITH MR FRANKLIN INVOLVE A CLAIM OF CERTAIN EMPLOYES OF ROADS FORMERLY UNDER FEDERAL CONTROL WOULD REQUEST THAT YOU SEND DUPLICATE CLAIM AND WE WILL THERE THE MATTER AS PENDING

U S Labor

E/as

OFFICIAL BUSINESS.
GOVERNMENT RATES.
CHARGE DIRECTOR GENERAL OF RAILROADS, DIVISION --Labor--

2—9676

Washington D.C.
August 12, 1918.

E-38-25

John Fitzpatrick President
Chicago Federation of Labor
116 West Washington St
Chicago, Illinois.

YOUR TELEGRAM TWELFTH REGARDING CERTAIN PAPERS LEFT WITH MR FRANKLIN THIS IS THE FIRST THAT HAS COME TO MY PERSONAL ATTENTION REGARDING THIS MATTER AND I REGRET THAT AS YET WE HAVE BEEN UNABLE TO LOCATE THE PAPERS REFERRED TO

C S Lake

l/ms

Labor

NOTE: These papers have been misplaced. Should Mr. Lake want to know anything about the case, ask Miss Zwiesler; she knows about the entire matter.

A.Z.

CLASS OF SERVICE	SYMBOL
Telegram	
Day Letter	Blue
Night Message	Nite
Night Letter	N L

If none of these three symbols appears after the check (number of words) this is a telegram. Otherwise its character is indicated by the symbol appearing after the check.

WESTERN UNION TELEGRAM

NEWCOMB CARLTON, PRESIDENT GEORGE W. E. ATKINS, FIRST VICE-PRESIDENT

CLASS OF SERVICE	SYMBOL
Telegram	
Day Letter	Blue
Night Message	Nite
Night Letter	N L

If none of these three symbols appears after the check (number of words) this is a telegram. Otherwise its character is indicated by the symbol appearing after the check.

RECEIVED AT

157WMB 78 5 EX

B CHICAGO ILLS 110P AUGUST 12 1920

LABOR

38 25

MR LAKES

165 ASST TO THE DIRECTOR GENERAL US RR ADMN WASHINGTON DC

A FEW MONTHS AGO I HAD SOME CORRESPONDENCE WITH YOURSELF AND MR FRANKLIN IN RELATION TO THE GRIEVANCE OF THE BRAKEMEN AND PORTERS EMPLOYED BY THE GREAT WESTERN RAILROAD AND LATER WHILE IN WASHINGTON I LEFT THE PAPERS AND DOCUMENTS IN THE CASE IN MR FRANKLINS CARE CAN YOU ADVISE ME AS TO THE STATUS OF THIS CASE AT PRESENT AND IF WE CAN HAVE THE PAPERS LEFT IN/MR FRANKLINS CARE RETURNED

JOHN FITZPATRICK PREST CHICAGO FEDERATION OF LABOR

3P

UNITED STATES RAILROAD ADMINISTRATION

WALKER D. HINES, DIRECTOR GENERAL OF RAILROADS

WASHINGTON

C. S. Lake
J. A. Franklin
Assistants to Director General

April 13, 1920

E-38-25

Mr. John Fitzpatrick,
Representing A. F. of L.,
166 W. Washington St.,
Chicago, Illinois.

Dear Sir:

Referring to your letter of the 6th inst., in regard to complaint of train porters and brakemen employed by the Great Western Railroad and calling attention to the second paragraph of our letter of the 1st inst., as follows: "As these men are claiming brakeman's wages and working conditions which are covered by the Trainmen's agreement", etc.:

You state the men concerned in this complaint are negroes and not eligible for membership in the Trainmen's Organization, therefore, you cannot expect the Trainmen to take up their grievance.

It is our understanding that the Brotherhood of Railroad Trainmen where they hold contract will handle any case relating to the position of brakeman irrespective as to whether the man is a member of that organization or not and if there is any merit in the claim of the porters employed by the C. G. W. road we are sure they will take the question up and endeavor to effect an adjustment with the Management in the regular way.

Yours truly,

C. S. Lake
J. A. Franklin
Assistants to Director General

By W. W. Reed

11-AR

Return to Mr Fitzpatrick

April 13,1920

B-38-25

Mr. John Fitzpatrick,
Representing A. F. of L.,
166 W. Washington St.,
Chicago,Illinois.

Dear Sir:

Referring to your letter of the 6th inst., in regard to complaint of train porters and brakemen employed by the Great Western Railroad and calling attention to the second paragraph of our letter of the 1st inst., as follows: "As these men are claiming brakeman's wages and working conditions which are covered by the Trainmen's agreement",etc.:

You state the men concerned in this complaint are negroes and not eligible for membership in the Trainmen's Organization, therefore, you cannot expect the Trainmen to take up their grievance.

It is our understanding that the Brotherhood of Railroad Trainmen where they hold contract will handle any case relating to the position of brakeman irrespective as to whether the man is a member of that organization or not and if there is any merit in the claim of the porters employed by the C. G. W. road we are sure they will take the question up and endeavor to effect an adjustment with the Management in the regular way.

Yours truly.

C. S. Lake
J A. Franklin
Assistants to Director General

By ....

11-AR

CHICAGO FEDERATION OF LABOR
UNITY
AFFILIATED WITH A.F.OF L.
ORGANIZED NOV. 9. 1896
20

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TELEPHONE FRANKLIN 1564

HEADQUARTERS

Chicago Federation of Labor

E. N. NOCKELS, SECRETARY

FEDERATION BUILDING, 166 W. WASHINGTON STREET

OFFICERS

JOHN FITZPATRICK, PRESIDENT
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LEGISLATIVE COMMITTEE

AGNES JOHNSON
HENRY VAN ARTSEN
STEVE SUMNER
T. G. VANCE
JOS. W. MORTON

Chicago, Ill., April 6, 1920.

Messrs. C. S. Lake, and
J. A. Franklin,
Assistants to Director General,
U. S. Railroad Administration.

Gentlemen:-

I received your letter in answer to letters I addressed to W. S. Carter in regard to complaints of train porters and brakemen employed by the Great Western Railroad, I did not know that Mr. Carter was succeeded by you. However, we desire to present this matter to those in authority to deal with such questions.

In the second paragraph of your letter you say, "As these men are claiming brakeman's wages and working conditions which are covered by the Trainmen's agreement," & etc.

The men concerned in this complaint are Negroes and not eligible to membership in the Trainmen's organization. Therefore we cannot expect the Trainmen to take up their grievances. These men are organized and chartered by the American Federation of Labor. We are trying to assist them in adjusting their grievances.

This matter has been taken up by the local union's committee with the Federal Manager, Mr. Parks, without any result. Later, I took the matter up with Mr. Parks and his position, as expressed

to me, is that if he has to pay the rates stipulated in rules he will employ white men to do the work. We don't care whether Negroes or white men do the work, all we want is that the rate stipulated by the rules be paid to those who actually do the work.

I have seen the checks made for the wages of these men and where it specified the classification under which such wages are to be, the classification was crossed out with pen and ink and a lower classification inserted.

We feel that this situation is being juggled with and all we ask is that the rules as laid down by the Railroad Administration be followed out and the wages due these men be paid.

Hoping this matter will be looked into, I am

Very respectfully,

John Fitzpatrick
Representing A. F. of L.
166 W. Washington St
Chicago Ill

April 1, 1920.

E-38-25

Mr. John Fitzpatrick, President,
Chicago Federation of Labor,
Federation Bldg., 166 W. Washington St.,
Chicago, Illinois.

Dear Sir:

Referring to your letters of February 20th and March 17th, to former Director Carter, which have been referred to us, relative to complaints of the railroad train porters' Union No. 16794, affiliated with the A. F. of L., that the decisions of the Railroad Administration, regarding wages of train porters and brakemen, are not being carried out by the Chicago Great Western Railroad.

As these men are claiming brakemen's wages and working conditions, which are covered by the Trainmen's Agreement, it would seem to us the proper method of procedure would be for them to take the question up with the local committee representing the organization which holds the contract under which they are working in an endeavor to effect an adjustment with the management in the regular way.

Yours very truly,

C. S. Lake
J. A. Franklin
Assistants to Director General

By .....

11-[redacted]

CLASS OF SERVICE	SYMBOL
Telegram	
Day Letter	Blue
Night Message	Nite
Night Letter	N L

If none of these three symbols appears after the check (number of words) this is a telegram. Otherwise its character is indicated by the symbol appearing after the check.

WESTERN UNION TELEGRAM

NEWCOMB CARLTON, PRESIDENT GEORGE W. E. ATKINS, FIRST VICE-PRESIDENT

CLASS OF SERVICE	SYMBOL
Telegram	
Day Letter	Blue
Night Message	Nite
Night Letter	N L

If none of these three symbols appears after the check (number of words) this is a telegram. Otherwise its character is indicated by the symbol appearing after the check.

RECEIVED AT COMMERCIAL NAT'L BANK BLDG., 14th & G STS., N. W. WASHINGTON, D. C. ALWAYS OPEN

1920 APR 1 PM 5 04

B134CH 42

B CHICAGO ILL 348P 1

W S CARTER 2200

WAGE BOARD NO 1 US RR ADMINISTRATION WASHINGTON DC

I WROTE YOU TWO LETTERS IN REGARD TO A WAGE COMPLAINT OF PORTERS AND BRAKEMEN ON THE GREAT WESTERN RAILROAD AND SO FAR FAILED TO RECEIVE REPLY DID YOU RECEIVE MY LETTERS AND CAN WE HOPE FOR SOME ACTION IN THIS MATTER

JOHN FITZPATRICK.

DIVISION OF LABOR.

APR 2 1920

file

E. 38-25.

MEETINGS FIRST AND THIRD SUNDAYS, AT 2 P. M.
MUSICIANS' HALL, 175 WEST WASHINGTON ST.

TELEPHONE FRANKLIN 1564

HEADQUARTERS

Chicago Federation of Labor

E. N. NOCKELS, SECRETARY

FEDERATION BUILDING, 166 W. WASHINGTON STREET

OFFICERS

JOHN FITZPATRICK, PRESIDENT
OSCAR F. NELSON, VICE-PRESIDENT
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LEGISLATIVE COMMITTEE

AGNES JOHNSON
HENRY VAN ARTSEN
STEVE SUMNER
T. G. VANCE
JOS. W. MORTON

Mar 17 1920.

Mr W. S. Carter

Dear Sir & Bro

About Feb 20th I wrote you in regard to the Railroad Train Porters Union No 16794. affiliated with the A.F.of.L. This organization complains that the decisions of the Railroad Administration in regard to wages of Train Porters and Breakmen are not being followed out by the Great Western R.R.

What I wanted to know then was if these matters came with the scope of your office. or if you could advise me how to proceed to secure consideration of this case. May I expect to hear from you at your convenience on the matter.

Sincerely John Fitzpatrick.
Representing A.F.of.L.

UNION-MADE PAPER—SEE UNION LABEL WATER MARK

MEETINGS FIRST AND THIRD SUNDAYS, AT 2 P. M.
MUSICIANS' HALL, 175 WEST WASHINGTON ST.

TELEPHONE FRANKLIN 1564

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HENRY VAN ARTSEN
STEVE SUMNER
T. G. VANCE
JOS. W. MORTON

DIVISION OF LABOR.

Chicago, Ill., February 20, 1920.

E 38 25

Mr. W. S. Carter,

FEB 24 19[illegible]

Dear Sir and Brother:-

I am informed that you are chairman of the Wage Board of the Railroad Administration and because of this I am writing you to present a grievance of a local union affiliated with the American Federation of Labor and known as Train Porters' Local Union No. 16794.

I am enclosing a copy of letter addressed to me and dated November 21, 1919. This is a statement of the complaint of the union as submitted to me to take up with the Federal Director of the Chicago and Great Western Railroad, Mr. Wm. L. Parks.

I took the matter up with Mr. Parks and while he admitted that these train porters do brakemen's work the railroad would employ white men if they had to pay the scale of wages as provided for in General Order No. 27, and supplement No. 12.

These men feel that they are entitled to the decisions and awards made which effect their wages. They also make the point that as head-end brakemen they are not relieved at the end of a division like the conductors, engineers, firemen and rear-end

brakemen, but have to continue on to the terminal, having changed train crews three or four times.

They do not complain about the runs or the work exacted from them but they feel that a great injustice is done them in withholding and denying them the rates prescribed for the work which they actually perform.

If this matter does not come within the scope of your duties will you please advise me who to take the matter up with? and if I am not making the proper kind of presentation of this matter I know that you will be glad to advise me how to proceed.

Very sincerely,

John Fitzpatrick

AMERICAN FEDERATION OF LABOR
SAMUEL GOMPERS, PRESIDENT FRANK MORRISON, SEC'Y
ADDRESS: A. F. OF L. BUILDING
WASHINGTON, D. C.

[redacted], ORGANIZER
4300 S. State Street
TEL. DREXEL 1871

233

Chicago, Illinois, Nov. 21, 1919.

(C O P Y)

Mr. John Fitzpatrick, Pres.,
Chicago Federation Of Labor,
166 W.Washington St.,
Chicago, Illinois.

Dear Sir:

In 1918 Mr. W.G. McAdoo, the Director General of Railroads issued General Order No. 27 stating that all employees in the employ of railroads under Government control, who are performing the same duties , must receive the same pay. He also issued supplement No.12 prohibiting the removal of employees from services of the railroad companies, stating that there were a number of employees in the R.R. services, who had been employed by the R.R. Companies for a number of years, and regardless of nationality, creed or color, they should not be removed, or their duties curtailed. Immediately after the D.G. of R.R. issued General Order No, 27 and supplement No12, the colored train porters in the employ of the Chicago Western Railroad who were performing the same duties as the white passenger brakemen called their Superintendent's attention by letter and personally to General Order No.27 and supplement No.12, asking that they receive the same consideration as the white passenger brakemen in regards to salary, as the colored train porters were performing the same duties as the white passenger brakemen, and according to the Director General of Railroad's decision, the colored train porters were entitled to the same pay as the white passenger brakemen.

Immediately after making this request we were called into our respective Superintendent's office and informed that the C.G.W.R.R. did not consider our work the same as the white passenger brakemen and the Company said we were not entitled to the salary as the white passenger brakemen. The Chicago Great Western Railroad's decision is contrary to General Order No.27 and supplement No.12. They are also discriminatinating and supplement No.12 forbids it.

All correspondence submitted to the Chicago Great Western Railroad by the colored train porters regarding this matter has remained unanswered. All other railroads under Government control affected by General Order No.27 and supplement No.12 and complying with the Director General's orders regarding this matter by paying their colored train porters who are performing the same work as the white passenger brakemen the same salary as the white passenger brakemen, and we ss no reason why the C. G.W. R.R. should not do likewise.

The colored train porters in the employ of the Chicago Great Western Railroad, who are performing the same duties as the white passenger brakemen, were receiving $65.00 per month, for practically the same work. At present we receive $90.00 per month for the same work as the white passenger brakemen. The white passenger brakemen receiving a guarantee of $120.00 per month for 4500 miles and $2.66 for each 100 miles in excess to 4500 miles.

We, the undersigned committee, representing the colored train porters employed by the Chicago Great Western Railroad, who are members of Local #16794 affiliated with the A.F. of L. respectfully submit this matter to you for adjustment. We refer you to our Federal Manager, W.L. Park, 122 South Michigan Ave.,

Hoping to receive an early reply to this marrer, we remain,

Respectfully,

COMMITTEE.

(Signed) E.L. Farrington, Chairman,
4336 Indiania Ave., Chicago.

" E. Brooks

" Wm Haddox

" C.M. White.

"

Form G-18

FILE NO.

UNITED STATES RAILROAD ADMINISTRATION

DIRECTOR GENERAL OF RAILROADS

SUBJECT:

May 25, 1921.

MEMORANDUM for Mr. Ward: 1123

I am attaching herto my entire file in the case of Geo. Hopson, colored train porter on the N. C. & St. L. Railway.

Please not Staff Officer's letter dated November 17, 1920, in which it is stated that this is now in the hands of the Legal Department for disposition.

Can you advise if any disposition was made of this particular claim or of the claims on this railroad?

A. W. Stoll.

E38-11

Dickson, Tennessee May 18, 1921.

Mr. W. J. Harahan, Staff Officier,
United States Railroad Administration,
Washington, D. C.
Dear Sir:-

Referring to your letter of November 17, 1920, file E-38-11. Will you kindly advise me what the prospects are for my getting an early hearing in regard to my claim against the Nashville, Chattanooga & St. Louis Railway, and oblige.

Very truly,

Geo. Hopson

Geo. Hopson, Colored.

Dickson, Tennessee June 22, 1920.

Hon. C. S. Lake
J. A. Franklin,
Assistants to Director General,
Washington, D. C.

E-38-11

Gentelemn:-

I have been in the service of the Nashville, Chattanooga & St. Louis Railway on Centreville Branch, passenger trains 161 and 162, doing the work as a brakeman but called a porter".

On January 1st 1918 I was receiving $42.50 per Month with overtime; 1st of May or June of the same year, was raised to $60.00 per Month with overtime, and since January 1st 1920, my pay has been $85.00 per Month without overtime.

I contend that I am entitled to pay as a brakeman since June 1st 1918: in Article 6 in General Order No. 27, I find this: "Effective June 1, 1918, colored men employed as firemen, trainmen and switchmen shall be paid the same rates of wages as are paid white men in the same capacities."

Supplement No.12 to General Order No.27 shows:
"To carry out the intent of Article 6, of General Order No.27, and retroactive to June 1, 1918, it is ordered:
1. Employees in passenger train crew, except conductor, collector and baggagemaster, qualified and regularly required to perform the following essential duties, will be designated as passenger brakemen or flagmen and paid accordingly:
(a) Inspect cars and test signal and brake apparatus for the safety of train movement.
(b) Use hand and lamp signals for the protection and movement of trains.
(c) Open and close switches.
(d) Couple and uncouple cars and engines and the hose attachments thereof.
(e) Compare watches when required by rule.
2. Where white brakemen are not employed, the compensation and overtime rule for colored brakemen shall be the same, for both passenger and ffeight service, as for the same positions on the minimum paid contigous road."

The writer is now, and has been for a number of years performing every duty mentioned in Supplement 12 to General Order No.27 - 1-a,b,c and d and up on this ground I base my claim for pay as a brakeman from June 1st 1918.

On April 15th, last, I addressed The Board of Railorad Wages and Working Conditions, on the subject, to which you replied under date of April 21st, your file E 38-11. I am herewith enclosing copy of my letter and your original reply.

On May 24th I addressed Mr. G. W, Moran, Train Master, Dickson, Tennessee, setting forth my claim, and on June 2nd I asked him for reply. You will note he did not reply. I am enclosing carbon copies of these two letters. On June 7th, Mr. W. G. Templeton, Superentendent, wrote me in answer to my letter of May 24th, which I addressed to Mr. G. W. Moran, Train Master. I am enclosing Mr. Templeton's letter. On June 9th, I wrote Mr. W. P. Bruce, General Manager, asking for pay as a brakeman from June 1st 1918, and I am now enclosing carbon copy of my letter and also his original reply of June 16th.

Hon. C. S. Lake
J. A. Franklin,
Assistants to Director General,
Washington, D. C. - - - - - - - - - - No.2 June 22nd, 1920.

I have stated facts as to the work I am doing and have been performing, and the wages received, and I believe under the Regulations I should have pay as a brakeman from June 1st, 1918, and when you have gone over the records, if you find such is the case, will you kindly direct that such payment to me be forth coming.

I shall be glad to hear from you at as early a date as is to your convenience, for which I thank you in advance.

Very truly,
George Hopson

George Hopson, Colored,
Dickson, Tennessee.

Railway Board of Adjustment No. 1.

E 3811

DEPARTMENT OF LABOR

11119

Dickson, Tennessee, April 15, 1920.

APR 20 1920

Board of Railroad Wages and Working Conditions,
Washington, D. C.

APR 21 1920

Gentlemen:-

The writer is a colored man, and is working for the Nashville, Chattanooga & St. Louis Railway on the Centreville Branch road. I am employed as Front Brakeman, but am called a "Porter." I have been in this service for a number of years. On January 1st 1918, was receiving $42.50 per Month and over time, and the first of May or June of the same year my salary was increased to $60.00 per Month with overtime and on January 1st 1920, was put on a scale of $85.00 per Month without over time. Now, in General Order No. 27 under Article 6, I find that "Effective June 1st 1918, colored men employed as firemen, trainmen and switchmen shall be paid the same rates of wages as are paid white men in the same capacities, and etc.

With this information before you, will you kindly advise me whether I am entitled to pay as is provided in said Article 6.

Thanking you in advance for a very prompt reply.

Respectfully,
George Hopson
George Hopson, Colored.
Dickson, Tennessee.

April 21, 1920.

File E 38-11

Mr. George Hopson,

Dickson, Tenn.

Dear Sir:

This will acknowledge receipt of your letter of the 15th inst. addressed to the Board of Railroad Wages and Working Conditions, with regard to compensation you are receiving, your contention being that you should be paid as a trainman in spite of the fact that you have been designated a porter, this for the reason that you claim to be performing trainmen's duties.

We attach hereto copies of Supplements 12, 16 and 25 together with interpretations thereto from which you will be able to see the compensation that has been allowed to trainmen and will also see that where porters perform such service they are to be paid accordingly.

Circular 3 and Supplement 6 to General Order No. 27, copies attached, provided that where there is any error in the application of the wages under the case is to be referred to Local Grievance Committee of the organization undertaking to represent the class of service involved and if adjustment is not arrived at and it is necessary to refer the matter to this office for decision, it is to reach us in the form of a joint statement of fact. We suggest that you read these attachments carefully and handle your case in accordance with their provisions.

Very truly yours,

C. S. Lake
J. A. Franklin
Assistants to Director General

By .....

Encs.
7

LABOR
AUG 5 1920

Dickson, Tennessee August 2, 1920.

E 38-11

Hon. C. S. Lake,
J. A. Franklin,
Assistants to Director General,
Washington, D. C.

Gentlemen:-

Referring to your letter of April 21st, file E 38-11. Will you kindly advise me whether you received my letter of June 22nd, setting forth my claim against Nashville, Chattanooga & St Louis Railway, for pay as a Brakeman from June 1st 1918?

Very truly,

Geo. Hopson

George Hopson, Colored,
Dickson, Tennessee.

File
Thos Porter

Dickson, Tennessee Nov. 9th 1920.

NOV 15

E-38-11

Hon. C. S. Lake,
J. A. Franklin,
Assistants to Director General,
Washington, D. C.

Gentlemen:-

Referring to your letter of April 21st, file E 38-11. On June 22nd, last, I forwarded you papers in my claim against Nashville, Chattanooga & St. Louis Railway, for pay as a brakeman from June 1st, 1918. So far I have not heard from you, and I write to ask how my claim is progressing, and thank you in advance for as prompt a reply as you can conveniently furnish.

Very truly,

Geo. Hopson

Geo. Hopson, Colored,
Dickson, Tennessee.

Carbon Copy

Dickson, Tennessee, April 15, 1920.

Board of Railroad Wages and Working Conditions,
Washington, D. C.
Gentlemen:-

The writer is a colored man, and is working for the Nashville, Chattanooga & St. Louis Railway on the Centreville Branch road. I am employed as Front Brakeman, but am called a "Porter." I have been in this service for a number of years. On January 1st 1918, was receiving $42.50 per Month and over time, and the first of May or June of the same year my salary was increased to $60.00 per Month with overtime and on January 1st 1920, was put on a scale of $85.00 per Month without over time. Now, in General Order No. 27 under Article 6, I find that "Effective June 1st 1918, colored men employed as firemen, trainmen and switchmen shall be paid the same rates of wages as are paid white men in the same capacities, and etc.

With this information before you, will you kindly advise me whether I am entitled to pay as is provided in said Article 6.

Thanking you in advance for a very prompt reply.

Respectfully,

George Hopson, Colored.
Dickson, Tennessee.

November 17, 1920.

File E-38-11

Mr. Geo. Hopson, Colored,
Dickson, Tennessee.

Dear Sir:

This will acknowledge your letter of November 9, in regard to your claim against the Nashville, Chattanooga & St. Louis Railroad.

In reply, beg to advise that this is a question that is now in the hands of the Legal Department of the Railroad Administration for disposition.

Very truly yours,

S-ecw

Form 1-1

UNITED STATES RAILROAD ADMINISTRATION

DIRECTOR GENERAL OF RAILROADS

W. T. DANIELS - Meridian, Miss.

SUBJECT: Correspondence with W. T. Daniels regarding the fact that Certain Employes in the roundhouses are suffering a Reduction in the Rate per day by reason of the Application of Eight Hours.

Volume No. _____

From _____

To _____

DIVISION OF LABOR

Sept.21,1918

Mr. W. T. Daniels,
3703 Davis St.,
Meridian, Miss.

Dear Sir:

Letter signed by yourself and several other employes associated with the Negro Railroad Workers Association at Meridian, Miss., has been received.

If your wages have not been adjusted and back payments made in accordance with General Order 27, it will be necessary for you to write full particulars, giving name of the railroad by which employed and all information you have at hand.

I am enclosing herewith a copy of Supplement 7 for your information.

Yours truly,

5-SS

W. S. CARTER

MERIDIAN MISS

Oct 21st 1918

E-38-11

DIVISION OF LABOR.

Mr W.S.Carter

Director, Divisions of Labor

Washington D.C.

E-38-11

OCT 24 1918

Sir!

Your of Sept 2I and supplement No 7 to General order No 27 has been received and contents noted with care by the negro R.R.workers association and a unit of the negro R.R.workers classed as Fire and Water Tenders at the New Orleans and North Eastern shops.After reading over carefully Suppl 7 they have been given but little consideration according to their responsible position. The Fire and Water tender has hard work to perform and much to contend with to give good service which we are quite sure we do and will try and outlive our duties as we know them by practice.

I.After the fire builder places a fire in an engine, the fire and water tender has to take the engine in charge and when the coal has become ignited and combustiontakes place, we add more coal as is needed untill we have used the required amount to fill the boiler with water, then we place the rquired amount in the furnace known as a bank to hold steam at a minimum height to make it possible to give good service.

2.All light repairs to be done on the engine depend on her steam to do the same.

3.We have to keep these engines in shape, that they may be moved from place to place at a moment's notice for any repair

they may need.At the same time she must be kept in good shape in case she is needed for a tropp-train or to give any other service without delay.

4.It requires a man full of energy and a practical man to be a fire and water tender.

5.If he is an incompetent man and the engine is called for suddenly,then she is delayed on account of the fire and water tender for two hours or more,thus shipments will be late at their destination.

6.The cost of an engine is $IO 000 - 20 000 .Suppose by his incompetence the man should have a hot fire in the engine and fill the boiler not according to its condition,or the ashpan or blow cock were leaking or the flues and he fails to give all this a serious thought going away for 2-3 hours.When he returns he finds all the water gone and the engine burnt.Now his incompetence has cost the govrnement $2-3000 to put her in her normal condition,not saying anything about the loss of service.

7.The grave question which confronts our governement today is the supply of coal to operate our gigantic R.R.system.For this the fire and water tender has to erxecise his good judgement not to use one lump of coal more than necessary.

8.You have given all helpers a wage that they can live,but You have failed to consider the man that has a real responsibility,that is the fire and water tender.

What a responsibility has a machinist helper?Not a moment that he must not go for different tools and material and if it takes IO hours to complete the job and if after all the job proves to be unfit for service he is not held responsible for same,but still it

costs 68 cts per hour for the machinist and 45 cts for the helper, which makes a total of $I.I3 per hour for 2 men doing the work,but the responsibilty is only on one-the machinist.Against this the Fire and Water tender gets only 22 I/4 cts per hour and no over time.

9.The blacksmith helper gets 45 cts per hour to put the iron into the foerg,when the baacksmith says so and to take it out by the same orders,he strickes when the blacksmith says strike,and he quits when he says quit.In this case the blacksmith helper fails to use his own judgement and has no responsibility,but still the blacksmith gets 68 cts per hour to tell the helper what to do.

IO.All these are boys as variuus helpers with no repsonsibility,but still are paid 45 cts per hour.

Now we the wat r and fire tenders do not demand from our govermement,but ask very humbly,please consider our case as we are largely responsible for the care of Your engines,and movements of Your trains.To practice economy with Your coals the fire and water-tenders work I2 hours each day and our pay is 22 I/4 cts and no over time.With this we must care for our families.If we buy bread we have no clothes,and if we buy clothes we have no bread.You know Yourself with this we are not able to purchase W.S.S. and T.S.or Liberty Bonds.Dont You really think that a man,who has not a 68 cts an hour boss standing over him and directing him is worth more than a man that has one.Now we feel that we are worth as much or more than any helper on the job and we think we shoud receive time and one half after 8 hours like the helpers and others.So give us a living chance in this,that when night comes and we kneel down to pray we will not have to pray each night to God for our bacon and bread,give us a chance to ask God to give our Govermement the power to crush

the Kaiser and his autocracy.Our wages have not been adjusted when we asked for a raise.We are told by the time keeper that we will know in a few days,that they are working on it in Washington.

Now we have been living in hopes ever since we received general order No 27 P.II stating we were to receive a living wage until we received supplement No 7 where Gen Order had been revised downward we have no hopes whatever.

Now sooner or later You are going to need men to carry on these railroad works and You cannot find them.Why? Because they will be at the oilmills,compresses and other places,where they receive better pay for less hours,where they are in less danger and indoors.Now if You are depending on the railroad officials to treat the negro fair and square You are sadly mistaken.As You have the supreme power see,that each individual receives the wage that is layed down for him and there will be no unrest among the negros as a labor,and we we do feel,that the goverment should take some steps in the matter an see that the negro gets what the governement intends for him to have before it will cause the negro labor to commence to shift about,and when he does the white man will see it the right way.We are satisfied and [illegible] of it the wrong way our governement could find the defect if they only would try.We have been taxed to buy Liberty Bonds $100.00 and where and how are we to pay for it at 22 I/2 cts per hour,and exist out of the same.For God's sake how and what must we do-please tell us.

The above has been withheld for a time to see if the Railroad Company would say anything of the new raise in pay.At last we were informed by asking and not by a bulletin that we should receive 31 cts per hour which is the Minimum and time and one half after 10 hours.We the water and fire tenders do not feel that You have gi-

ven us very much consideration.We have to work I2 hours each day no spare time to grow a garden or a potatoe patch or cornpatch to help to feed ourselves,we make more hours than any laborers that work for the railroads.

Because it is true that the fire and water tenders have responsibility in preparing the coal in the furnace in a systematic way as to give good service and at the same time to save coal,we do feel that the maximum wage which is 43 cts per hour and time and one half after IO hours should be granted us.

Please do not neglect Your men that give all their time to their governement.

Secty/ W. F. Daniels
3703 Davis St
Meridian
Miss

Nov. 6, 1918

E-38-11

Mr. W. T. Daniels,
3703 Davis Street,
Meridian, Miss.

Dear Sir:

Your letter of Oct. 21st in reply to my letter of Sept. 21st in regard to Supplement No. 7 duly received.

If Supplement No. 7 is not being applied as you feel it should be, and you are not receiving proper classification, I would suggest you handle the matter in accordance with Supplement No. 6, copy of which is attached hereto.

Yours truly,

W. S. CARTER

S-LFS

Meridian, Miss.,
March 19, 1919

Mr. W. S. Carter,
Director, Division of Labor,
U. S. Railroad Administration,
Washington, D. C.

E-38-11

My dear Sir:

You will note, from the enclosed copies of petition and letter, that we have done our best to handle the situation according to Supplement No. 6 as per your advice.

The fact that we have received no reply from either communication makes it impossible for us to submit our desires as per this supplement.

MAR 22 1919

This is a very important matter with us for it affects our very existence and we pray your kind and valued attention to it.

Awaiting your further advice, I am,

Respectfully, W. T. Daniels Chairman

3703-Davis Street.

We the members of the Negro Railroad Workers Association [illegible] issi[illegible]ppi beg leave to [illegible]ate that [illegible]ommon laborers of [illegible]oad service have not receive[illegible] the wage[illegible] laid down by General Order #27 which states that they should receive from thirty six to forty-five cents per hour but are only paid at this time from twenty-two and one half cents per hour to twenty-nine cents per hour. Out of this amount we have had to support our families and also contribute and loan to all of the war agencies, such as Red Cross work, War Savings Stamp movement, Liberty Loan Drives etc. We have held on to our present jobs as patriotic citizens because we have felt that we could better serve the government there. Now we are appealing to the government thru the United States Railroad Administratinn for our just deserts.

Respectfully Submitted,

E 38-11

Chairman Bob. Bell

DIVISION OF LABOR.

Secretary N. J. Daniels

3703 Davis St. Meridian, Miss.

SEP 20 1918

C Buchanan

H J Macy

John Dantzler Committee.

John Warrington

David Longstreet

Meridian, Miss.,
Feb. 10, 1919

PETITION

To: Mr. H. M. Little, Master Mechanic,
N. O. & N. E. R. R. Shops, Meridian, Miss.
SOUTHERN RAILWAY SYSTEM

We, the undersigned ENGINE-WATCHMEN, FIRE-BUILDERS and ROD-CUP MENS beg leave to submit to you the following petition, praying your earnest attention and consideration;-

We have been notified by Mr. Call, the Round House Foreman, that the following change has been made, and approved by Mr. C. Henderson, General Foreman; that we are to work 8 hours each day at the same rates(.31 per Hr.) per day which will be only $2.48 a day. Our former day was 12 or 13 hours with pay at the same rate -.31 per hour - which gave us $4.03 each day. The vast difference between our past and present wage is $1.55 .places us in a very awkward position and we appeal to you to give us as much as .43 per hour for each of the 8 hours which now is a days work thus giving us only $3.44 for each days work.

We appeal to you in this manner only after this change has been approved by Mr. Call the Round House Foreman and Mr. C. Henderson, General Foreman and we will thank you ever so much if you will give us a favorable consideration.

We have given our best efforts at all times, have been punctual and have worked regularly on our jobs at all times, and for these reasons we beg of you to give us all the consideration within your power.

Respectfully ,

Signed by the following;

W. McFarland
E. H. Hall
Jim Beldon
Ed Pigford
Dunk Sharp
M. Winggate
W.M.Gibbs
Tom Lawpley
J.L.Ramsey
Jim James
Ed Winston
R. Williams
Tom Sims

W. T. Daniels Chairman

3703 Davis St.,

Meridian, Miss.,
Feb. 24, 1919

Mr. H. Basker, General Manager,
N.O.& N.E. R.R. - SOUTHERN SYSTEM,
Cincinnati, Ohio.

Dear Sir:

On or near the 15th of January a government bulletinwas posted in our shops. The bulletin read as follows;

"All departments of the shops will work 8 hours a day and 6 days a week. Signed H.M.Little"

On or near Feb. 5th the group of men whose names appear on the enclosed petition, received notice that, from that date, they would work 8 hours each day at the same rate of pay(.31 per hour) they were receiving for 12 hours work. On the morning of Feb. 10th a petition -as per the enclosed copy - was mailed to Mr. Little. On the afternoon of the same date(Feb. 10th) we received a notice to the effect that we would, from that date(Feb.10th) work 10 hours each day at the same rate, .31 per hour with no extra pay for the overtime afetr 8 hours.-- Up to date we have received no reply from Mr. Little.

Inasmuch as the government abolished the 12hour day and placed us on the 8 hour basis, according to Supplement No.7 to General Order No. 27 - Page 4, Article 10 - we feel that the eight hour day should prevail and that we should receive more than the .31 per hour.

For the duration of the war we made more hours than any other individuals in this system and to our personal knowledge not a single train was delayed through neglect on our part. In the second place we feel that we are due consideration because, last season, when all men had an opportunity to cultivate a garden patch we failed to receive the bless ing for all of our time had to be given to our jobs. In the third place, we need the advantage of the maximum wage in order to cope with the high cost of living. We cannot adequately care for our families under this reduction, and we hereby appeal to you for the maximum wage of .43 per hour with time and a half for Sundays and legal holidays and overtime.

We appreciate the reduction to the 8 hour day for we need the rest and we need to have some time with our families and we feel that we should be granted this increase in pay per hour so that the reduction in hours may not be a cause for suffering; besides it is still within the alloted wage scale.

During the war period we worked from 7.00 A.M. to 7.00 P.M. to make our contribution toward winning tha war; we bought Libert Bonds, W.S.S. and contributed to the Red Cross and other welfare work and did our small bit in our feebl way and we appeal to you for simple justice.

Respectfully,

W. T. Daniels Chairman

3703 Davis St.

April 1, 1919.

File E58-11

Mr. W. T. Daniels,
3703 Davis Street,
Meridian, Miss.

Dear Sir:

Replying to your letter of March 19, addressed to Director Carter, with reference to the fact that certain employes in the roundhouses are suffering a reduction in the rate per day by reason of the application of eight hours:

I regret very much that this is the result of the application of the wage order, and have sent you a copy of Supplement No. 7 previously. I now attach a copy of Interpretation No. 1, to that supplement.

If the effect of the application of the eight-hour day has been to reduce your total day's pay, and the wage order has been correctly applied, then there is no use in discussing the matter with this office, but I would suggest that you inform the Board of Railroad Wages and Working Conditions of it; not that I anticipate any immediate relief can be afforded, but so that they may be apprised of the actual working out of the wage order in question.

Yours truly,

J. A. FRANKLIN

Enc.
7-MBB

Letter from Daniels with attached copy annual leave Rules in file KW 4/3/19

April 2, 1919

Mr. W. T. Daniels,
3703 Davis St.,
Meridian, Miss.

Dear Sir:

This will acknowledge the receipt of letter of March 27 addressed to you and signed by R. M. Little, Master Mechanic, with reference to hours of service applicable to engine watchmen, fire builders, etc.

I attach hereto a copy of Supplement #7 to General Order #27 and Interpretations Nos. 1 and 8 thereto. Should any injustices or misapplications of the wage orders arise, I would suggest that you endeavor to adjust the matter personally with your superior officer in the employ of the railroad, and failing a personal settlement, that the matter be handled thru your organization, if you belong to an employes' organization. Should you not belong to an association of railroad employes, then I would suggest that a joint statement of facts be prepared in accordance with the provisions of Supplement #6 to General Order #27, copy attached, such statement to be signed by the employes or their representatives, as well as by the railroad officials, and forwarded to this office, when the matter will have prompt attention and an adjustment effected.

Very truly yours,

J. A. FRANKLIN

Assistant Director.

7-mwb

FORM B B A 19 H

UNITE[redacted]ATION

Florida East Coast Ry.

FILE NO. G-38-11

SUBJECT: Request of the Colored Firemen, on the Florida East Coast Ry, for Increases in Wages.

Volume No. ____ _____

From _____

To _____

DIVISION OF LABOR

Miami, Fla., October 28, 1918.

Hon. W. G. McAdoo,
Director General of Railroads,
Washington, D. C.
Dear Sir:

We the undersigned, firemen of the Florida East Coast Railway, feeling that we have not received absolute justice in the application of your general order No. 27, hereby petition your honor as the head of the railways of the country for a square deal, assuring you of our best endeavors for efficiency in the work allotted us and our high appreciation of any effort you make in our behalf.

We beg to submit to you the following facts: All the firemen of the Florida East Coast Railway are colored men. They receive for their wages approximately forty-five per cent. of the wages paid to engineers. Some white firemen received fifty-five per cent. of the wages paid to engineers when they were employed. Your general order No. 27 has been applied to us upon an approximate basis of forty-five per cent. of the engineers' wages, which is contrary to the spirit of Article No. 6 of your general order No. 27. We feel that there should be no discrimination in wages on account of color. We all do the same work. We inclose herewith a schedule of the pay of firemen of the Florida East Coast Railway, and a schedule of the pay of firemen of the Atlantic Coast Line Railway for comparison.

You are a busy man, we realize, and your time must not be consumed in the consideration of nonessentials; we feel justified in making this appeal, however, on the grounds that 1,we must be able to withstand the enormous increase in the cost of living. 2, We are subscribers to all the Liberty Loans and certain amounts are deducted from our wages each month to pay the same. 3, We have authorized deductions from our wages to pay our subscriptions in the Thrift Stamp drive, and other war funds to which we are all subscribers. We therefore find it increasingly difficult to live upon our wages as reduced by the Florida East Coast Railway and in defiance to your order No.27. We are certain that, if this company pay us according to the spirit of your order, we not only could meet the advanced cost of living, but could pay all our subscriptions to the several war funds with impunity. We beg to remain,

Yours respectfully,

FLORIDA EAST COAST RAILWAY FIREMEN.

AUTHORIZED SIGNATURES.

First District.

Mose Gardner
L. Williams
W. Goor
G. W. Crawford
Will Thomas
C. Robinson
W. Frison
W. Hunter
James Davis
H. Smith
Will Simpkin
Chas. Preston
M. Seals
Will West
Crawford Stuart
James Phillips

Joe Temon
H. Willison
H. Collins
Walter Galvin
O. Giddins
E. D. Thompson
A. Stephen
T. Hardin
H. Mannins
Joe Jackson
Henry Williams
Will Jackson
Calley Myers
Joe Langs
W. Allman
James Pierson
E. P. Davies
Lewis Jasey
Will Brown
P. Willis
Frank McCage
B. Cammel
Manuel Johnson

2nd District.

Glen Loveless
Will Pierson
Jerry Monroe
Will Johnson
Bryan Saxon
John Lamb
Ed Shumake
Tom Blunt
Ben McCall
Joe Summerall
George Clinch
Dave Rahmings
H. B. Tillman
Chris Ingram
Mat Jackson
Zack Brown
Will Harris
Bob Stringer
Wiley Hunter
Will Howard
James Neely
Tom McCray
Tom Ash
Dick Battle
Elliott Prince
John Bell
Elbert Gordon
Charlie Davies
Henry Williams
Martin Wilson
James Devoe

SCHEDULE
Florida East Coast Railway

SERVICE	CYLINDER	PER 100 MILES	Overtime per Hr.
Passenger	20-in. and under	$2.46	32¢
"	22-in. & over	2.54	32¢
All Express	.....	2.46	32¢
Express & Freight	....	3.11	39¢
Through Freight	20-in. & under	3.11	39¢
" "	22-in. & over	3.11	44¢
Local Freight	20-in. & under	3.48	44¢
" "	22-in. & Over	3.56	45¢
Mayport Branch	.....	3.02	38¢
Palatka Branch	.....	3.48	44¢
New Smyrna, Orange City, Branches.	....	3.02	38¢
Work-Train Okechobee Branch	.....	3.02	38¢
Work Train,	$3.02 per 8-hr. day		40¢
Yard Engins	2.72 " 8-hr. "		34¢
Yard Switch with Road Engine.	$2.89 per 8-hr. day		36¢

OLD SCHEDULE
Florida East Coast Railway Co.

Passenger	20-in.	Cylinder,	$1.91	per 100 Miles.
"	22-in.	"	1.98	" " "
Through Freight	20-in.	"	2.02	" "
" "	22-in.	"	2.38	" "
Local Freight	20-in.	"	2.59	" "
" "	22-in.	"	2.65	" "

Work Train, $2.25 per Hr., 8-hr. day.
Yard Engine, 1.91 " " 8-hr. day.

NEW SCHEDULE ATLANTIC COAST LINE RAILWAY.

SERVICE	PER HOUR	OVERTIME
Passenger	$2.90	36½¢
Through Freight	3.66	45¾¢
Local Freight	4.09	51 & 1/8¢
Work Train, ($3.56 per 8-hr. day)		44½
Switch Engine, ($3.17 per 8-hr. day)		38½

All 24-in. Cylinders.

E-38-11

Index 112

November 4, 1918

Mr. Berry Tillman,
101 Ave. H.,
Miami, Fla.

Dear Sir:

Your communication of October 28th addressed to the Director General and signed by numerous other colored firemen employed by the Florida East Coast Railway, I find on my desk this morning. My chief clerk, Mr. Glendenning, advises he discussed the situation with you to the extent that I can now take up correspondence as though I had met you in person.

Article VI of General Order 27, copy of which I herewith enclose, provided that colored men employed as firemen, trainmen and switchmen shall be paid the same rates of wages as are paid white men in the same capacities. I understand, however, from your written statement, that there are no white men employed as firemen on the Florida East Coast Railway, and that the wages mentioned in your statement are the only rates of wages paid on your road. If white men were employed there and were securing a higher rate, than Article VI of General Order 27 would require the same rate to be paid to colored men, employed as firemen, trainmen and switchmen.

Please give me additional information after considering what I have said in this letter, so that I may know the exact situation.

It may be of interest to you to learn that the Board of Railroad Wages and Working Conditions are now considering a request for revisions of wages of this class of employees, and that probably within the next 30 days a recommendation will be made to the Director General, who will consider same and reach a decision. If this decision is an established rate of wages for firemen, trainmen and switchmen then, I presume, you would be entitled to such rate.

I shall await further information from you.

Yours truly,

12

W. S. CARTER

DIVISION OF LABOR.

E 38-11
112

NOV 15 1918

101 Ave. H,
Miami, Fla.,
Nov. II, 1918.

Hon. W. S. Carter,
Washington, D. C.
Dear Sir:

I have your letter of the 4th inst. in which you request additional information pertaining to rates paid to firemen of the Florida East Coast Railway. I herewith submit the following:

While it is true that the Florida East Coast Railway employs only colored firemen, it is also true that when white men were employed as firemen, they were paid higher wages than the colored firemen. Colored firemen at that time were paid a rate of about 45% of the wages paid the engineers, while white firemen received 55% of the wages of engineers. After the dismissal of the white firemen because of a strike, the colored firemen continued to work for the same wages until a recent increase was granted. Now, owing to the fact that the firemen of the Florida East Coast Railway received lower wages that was paid firemen on other roads, when the increase was granted, a certain per cent. of increase was ordered, which did not bring the wages of the colored firemen of the East Coast Railway system on a par with the wages paid to firemen by other roads.

We believe that because all the Florida East Coast firemen are colored, the authorities of the road have taken advantage of that condition and as a result, the firemen of this road receive lower wages than do the firemen of any other first rate railroad in the south. We contend that in the absence of white firemen, whose rate of pay would at least equal that of firemen of other roads, we should receive reeeive the same rate of wages paid to firemen of other systems. I handed Mr. Glendenning a copy of the rates of the wages paid by the Atlantic Coast Line Railway and the Florida East Coast Railway for comparison. If you will refer to those rates, you will readily see that the firemen I represent receive less per day and per mile than the firemen of the Atlantic Coast Line Railway receive, although the labor is equal and the costs of living the same

We await with pleasure a revision of wages by the Board of Railroad Wages and Working Conditions, and would appreciate an established rate; but if we faild to contend for our rights in the present matter and get what really belongs to us, there would be no chance for us to receive the back pay for labor done at too low a rate.

Thanking you for the interest you manifest in our cause, I beg to remain,

Yours truly,

Barry Tillman

[redacted] November 4, 1948

[redacted]

Dear Sir:

Your communication of October 30th addressed to the Attorney General was referred by [redacted] to the undersigned for attention.

[redacted] I think we can [redacted] discussed the situation with you to the extent that I can [redacted] take up correspondence as though I had met you in person.

Article VI of Contract Order 27, copy of which I [redacted] enclose, provides that [redacted] employed on [redacted] project shall be paid [redacted] rates of wages as may be [redacted] while men in the same [redacted] locality. I understand, however, from your written statement, [redacted] a higher rate, [redacted] the same rate as [redacted] wrongful and unjustified.

[redacted] what I have said to [redacted] discussion.

It may be of interest to you to learn that the Board of Railroad Wages and [redacted] for revision of [redacted] within the [redacted] General, who will [redacted] sion is [redacted] written, [redacted]

Yours [redacted]

[redacted]

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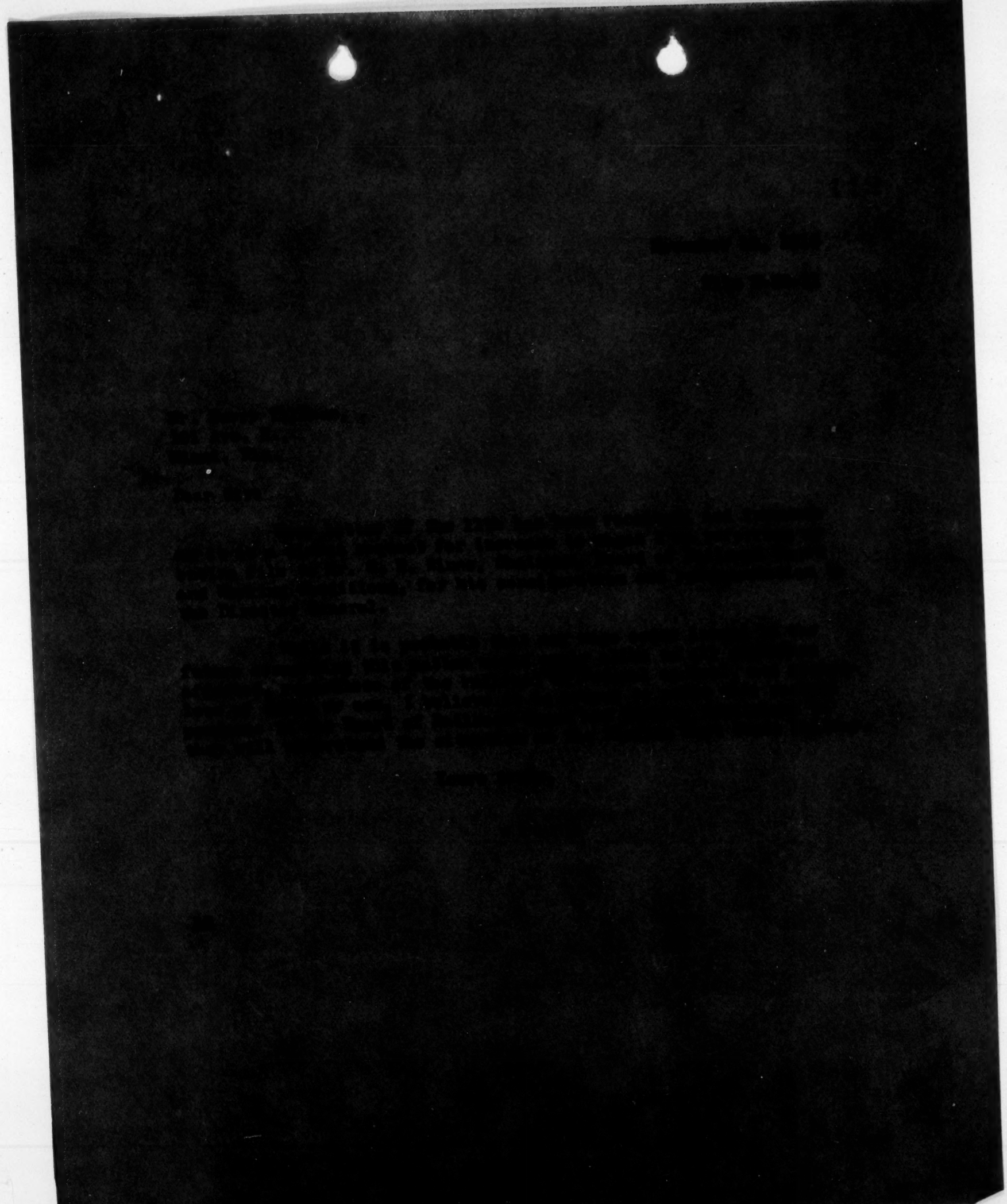


[redacted]

November 18, 1918

File E-38-11

Mr. G. H.Sines, Chairman,
Board of Railroad Wages and Working Conditions,
Southern Railway Building,
Washington, D. C.

Dear Sir:

I herewith enclose you my file E-38-11 (copy of which I have preserved for my records) all of which is a request of the colored firemen on the Florida East Coast Railroad for an increase in wages to a level of the wages paid firemen on other roads of that vicinity.

The attached correspondence will explain the entire situation.

Yours truly,

W. S. CARTER

12

X

8 E-38-11

101 Ave. G, Miami, Fla.,
Nov. 22, 1918.

Hon. W. S. Carter,
Director Division of Labor,
Washington, D. C.
Dear Sir:

Your favor of the 18th instant received. We are pleased to note that our grievance has been referred to the Chairman of the Board of Railroad Wages and Working Conditions and thank you heartily for the interest you manifested in our behalf. Feeling that when the situation with us is fully understood by the authorities of the Government the wages of the firemen of the East Coast Railway will receive fair and impartial consideration, we beg to remain,

Yours truly,

Berry Tillman

LABOR
NOV 25 1918

E-38-11

UNITED STATES RAILROAD ADMINISTRATION

DIRECTOR GENERAL OF RAILROADS

WASHINGTON

BOARD OF
RAILROAD WAGES AND WORKING CONDITIONS

F. F. GAINES, CHAIRMAN
A. O. WHARTON, VICE CHAIRMAN
J. J. DERMODY
C. E. LINDSAY
W. E. MORSE
G. H. SINES

J. A. EMMART, SECRETARY

SOUTHERN RAILROAD BUILDING
1300 PENNSYLVANIA AVE.

January 10, 1919

Refer to Docket No. 112

LABOR

JAN 11 1919

Mr. W. S. Carter,
Director, Division of Labor,
Washington, D. C.

Dear Sir:-

Referring to your letter of November 18th, File E-38-11, and returning all papers in the matter of request of colored firemen on the Florida East Coast Railroad for increase in wages to a level of wages paid firemen on other roads of that vicinity:

This matter has been given consideration by the Board, and proposed Recommendation No. 62 submitted to the Director General under date of January 6th.

By order of the Board.

F. F. Gaines

8/38

Chairman.

Form G-18 FILE NO.

UNITED STATES RAILROAD ADMINISTRATION

W. G. McADOO, DIRECTOR GENERAL OF RAILROADS

SUBJECT:

LABOR

January 21, 1919.

MEMORANDUM FOR MR. CARTER:

JAN 21 1919

With respect to the Board of Railroad Wages and Working Conditions' Recommendation No. 62, pertaining to the wages of colored firemen on the Florida East Coast Railroad.

As the equalization of wages of colored firemen with white firemen did not become effective until June 1st, it hardly seems consistent in the case of the Florida East Coast Railroad to make their readjustment effective as of January 1, 1918. If you agree with me won't you please so advise Mr. Clagett so that the Director General may return this Recommendation to the Board for further consideration, as outlined in the attached draft of a letter which I have prepared for his signature.

W. T. Tyler.

January 21, 1919

File E-38-11

for Mr. W. T. Tyler:

I have your memo of the 21st (which I have detached, with the understanding that you have copy of same) with regard to Recommendation No. 62 of the Board of Railroad Wages and Working Conditions, and will say that by referring to Article VI of General Order 27 you will note there are two dates at which increases will be accorded colored firemen. I quote this article as follows:

> "Effective June 1, 1918, colored men employed as firemen, trainmen and switchmen shall be paid the same rates of wages as are paid white men in the same capacities.
>
> "Back pay for period January 1, 1918, to May 31, 1918, will be based only upon the increases provided in Article II of this order for such positions. Back payments will not apply to the further increased rate made effective by this Article."

From the foregoing, it appears to me that the interpretation should be more complete. (1) The increase provided in General Order 27, to the existing rates paid colored firemen, should be retroactive to January 1, 1918, but, (2) the increases accruing from making colored firemen's wages the same as white firemen's wages should be retroactive only to June 1, 1918.

I am herewith returning the entire file, with the exception of your memo, which I have detached for my file, with the understanding that you have copy of your memo to me of January 21st.

W. S. Carter

W. S. CARTER

12

Form G-18 FILE NO.

UNITED STATES RAILROAD ADMINISTRATION

W. G. McADOO, DIRECTOR GENERAL OF RAILROADS

SUBJECT:

January 23, 1919.

MEMORANDUM FOR MR. CARTER:-

Your memorandum 21st. (received 2:45 this afternoon)

It was not the intent of my letter of the 21st to specifically state in what manner their recommendation should be changed, but simply to call the Board's attention to the conflict between their recommendation and General Order No. 27. I have however, amended the letter, specifically calling attention to your suggestion, which if now agreed to by you, please deliver to Mr. Clagett for Director General's signature.

W. T. TYLER.

LABOR

JAN 25 1919

101 Ave. G,
MIAMI, FI[illegible] Jan. 16, 1919.

E 38-11

Mr. W. S. Carter, Director Division of Labor,
Washington, D. C.
Dear Sir:

In your letter to me of Nov. 18th, 1918, you stated that my letter to you requesting an increase in wages for the firemen of the Florida East Coast Railway was referred to Mr. G. H. Sines, Chairman of the Board of Railway Wages and Working Conditions, for his consideration and recommendation to the Director General. The firemen of this road, working at a lower wage than the firemen in any other first-rate system in the South, are anxious to know if their petition for an increase in wages has been, or is being considered. You will please oblige us by letting me know as soon as convenient to yourself just what has been done about this matter. We anxiously await your immediate reply. I am,

Yours respectfully,
Berry Tillman
Committee Chairman.

LABOR

JAN 20 1919

January 26, 1919

for Mr. Clagett:

Mr. Tyler and I have discussed this Recommendation of the Board, and I am of the opinion that the changes as suggested, and as included in letter to Mr. Gaines, should be promulgated in the Recommendation.

I am therefore returning the recommendation to you in order that you may transmit same to the Board of Railroad Wages and Working Conditions, in order that they may give same further attention.

W. S. Carter

-2

January 27, 1919

E-38-11

Mr. Berry Tillman,
201 Avenue G,
Miami, Fla.

Dear Sir:

This will acknowledge receipt of your letter of January 16th and in reply to same will say that the matter of an increase in wages for the firemen of the Florida East Coast Railway is now in the hands of the Board of Railroad Wages and Working Conditions, and it is expected that determination will be reached in the very near future, at which time you will be advised.

Yours very truly,

W. S. CARTER

-2-ss

UNITED STATES RAILROAD ADMINISTRATION

DIRECTOR GENERAL OF RAILROADS

WASHINGTON

BOARD OF
RAILROAD WAGES AND WORKING CONDITIONS

F. F. GAINES, CHAIRMAN
A. O. WHARTON, VICE CHAIRMAN
J. J. DERMODY
C. E. LINDSAY
W. E. MORSE
G. H. SINES
J. A. EMMART, SECRETARY

SOUTHERN RAILROAD BUILDING
1300 PENNSYLVANIA AVE.

March 3,1919

Refer to Docket No. 112

Mr. W. S. Carter, Director
Division of Labor
Washington,D.C.

Dear Sir:-

Referring to your letter of November 18th, file E-38-11.

We have forwarded to the Director General today Interpretation No.52, in re Intent of the first paragraph of Article VI of General Order No.27 on roads where no white firemen are employed.

As information, our Recommendation No. 62 has been recalled and Interpretation No.53 substituted therefor.

Yours very truly,

F. F. Gaines

Chairman.

DIVISION OF LABOR.

MAR 4 1919

9-59

Mr. J. P. Beckwith, Federal Manager,
Florida East Coast Railroad,
St. Augustine, Fla.

Dear Sir:

I am enclosing herewith mimeographed copy of Interpretation No. 13 to General Order No. 27; in order that you may understand what caused this Interpretation to be issued will state that a petition was filed with this Division by the colored firemen employed on the Fla. East Coast Railroad last fall, asking for increases in wages, which would place them in an equality with other employees in the same vicinity.

Under date of November 18th, Mr. Carter referred to the Wage Board all correspondence received upon the subject, with the result that Interpretation No. 13 to General Order No. 27 has been issued.

Printed copies of this Interpretation are not yet ready for distribution; however as soon as they are received from the printer, you will be furnished with copies in the usual manner.

Very truly yours,

H. H. REED

Special Assistant to Director.

Encl.
4-MRL

April 17, 1919.

File E-38-11.

Mr. Merry Tillman,
101 Avenue H,
Miami, Fla.

Dear Sir:

Referring to correspondence passing between you and Director Carter, Division of Labor, last October and November with regard to rates of wages for colored firemen on the Florida East Coast Railroad.

For your information I am enclosing copy of Interpretation No. 13 to General Order No. 27 recently issued by the Director General.

I trust that this will furnish the information desired.

Very truly yours,

H. H. REED

Special Assistant to Director.

Encl.
4-MBL

UNITED STATES RAILROAD ADMINISTRATION
WALKER D. HINES, Director General of Railroads

Florida East Coast Railroad

TRAFFIC AND OPERATING DEPARTMENTS

Fla. E. Coast

J. P. BECKWITH
FEDERAL MANAGER

St. Augustine, Fla., April 23rd, 1919.

DIVISION OF LABOR.
File 646-27.

Interpretation No. 13 to General Order No. 27.

APR 25 1919

Mr. H. H. Reed,
Special Assistant to Director,
Division of Labor,
Washington, D. C.

Dear Sir:

I am in receipt of your favor without date, or file number, enclosing mimeographed copy of Interpretation No. 13 to General Order No. 27, applicable to colored Firemen.

We will handle the matter at as early a date as possible, in accordance with the Order.

Yours truly,

J. P. Beckwith
Federal Manager.

B--r.

Form 82 50M—12-18—C

UNITED STATES RAILROAD ADMINISTRATION
DIRECTOR GENERAL OF RAILROADS
FLORIDA EAST COAST RAILROAD

Bennavista Fla., May 7th 1919

DIVISION OF LABOR

MAY 10 1919

Mr H H Reed
Special Assistant to Director
Dear Sir

Replying to yours of April 17th File E-38-11 Enclosing Copy of Interpretation No 13. to General Order #7. I thanked thank you very much if you would Let me have a copy of Scale of Pay to Firemen of Sopchum or Stone Road Contiguous. using White Fireman that we may be able to present our Claim properly Thanking you in advance

I am Very Respectfully
B E Hillman
Fireman
F E C R R
C/o Box 101. Bennavista
Florida

E-38-11

May 20, 1919.

FILE COPY

Mr. Harry Tillman,
Fireman, Florida East Coast Railroad,
Box 2101, Dunn Vista, Florida.

Dear Sir:

I have your letter of May 7th, requesting a copy of the trainmen's schedule on the Southern or some other railroad contiguous to the Florida East Coast Railroad, which, I understand, you desire in order to properly prepare a claim for back pay due colored firemen on the Florida East Coast Railroad, in accordance with Interpretation No. 15 to General Order No. 27.

In reply desire to call your attention to the fact that decision in Interpretation No. 15 to General Order No. 27 provides:

"Retroactive to June 1, 1918, the compensation and overtime rules for colored firemen shall be the same for all service as for the same services for white firemen on the minimum rate basis of [illegible]."

You will understand from the above that there is no necessity for you preparing a claim, as this decision places upon the railroad management the responsibility of applying wage scales and paying back time in accordance with this interpretation.

As I do not have information which will show what contiguous road carries the minimum rate for white firemen, I am, of course, unable to furnish you with a copy of the schedule; in fact, I do not have copies of any schedules for roads contiguous to the Florida East Coast which show a rate for white firemen.

Form G-77.

I will suggest that you get in touch with the proper official of the railroad with a view to ascertaining what steps are being taken to recompense railroad firemen for back pay due them under Interpretation No. 15 to General Order No. 27. If the railroad officials have determined the proper rate applicable and have paid back time in accordance therewith and if the employes concerned have good reason for protesting against the rates established, the question can again be taken up at any time and the facts in connection with the contention fully set forth.

Yours truly, H. H. REED

Special Assistant to Director.

GW

Form 2-R-A-10-E

UNITED [redacted] ATION

James A. Green (Colored)

FILE NO. FI 38-11

SUBJECT: Complaint that salary was not properly adjusted account consolidation of I.& G.N. and Houston Belt & Terminal Ry.

Volume No. ____ _____

From _____

To _____

3—0815

DIVISION OF LABOR

Form 817 — 13889 — 6-18—200M

International & Great Northern Railway Company

JAS. A. BAKER, Receiver
THORNWELL FAY, Assistant to Receiver

E-38-11

OFFICE OF DIRECTOR GENERAL OF RAILROADS

L

Department

Houston Texas June 22 1918

Mr W. G. McAdoo Director General
Washington D. C.

JUN 24 1918

Dear Sir

I realize fully that you and your office are very busy and have no time for small Matters. And I am truly sorry that I am forced to worry you. but as the matter stands now it seem that I can get no relief. So I in my humble way have appealed to you. First I am a colard man. I have been Employed by the International and Great Northern Ry. as porter and Record Clerk for the past ten years I during that time I have given all my time and best Energy to my work I have been Empeoyed at a salary of $60.00 Sixty dollars per month since 1911. on 84% of the first my salary was raised 10 per cent on $66.00 sixty six Dollars per month. on april the 27 1918 the Houston Belt and Terminal Ry taken over the I. & G. N. and I am

Form 817 2-18—200M

International & Great Northern Railway Company

JAS. A. BAKER, Receiver
THORNWELL FAY, Assistant to Receiver

_____ Department

_____ 191__

Now Employed by the Houston Belt and Terminal Co. at #66.00 per month. under Mr W. S. Clark as agent. I have lost no time have continued to work steady and I'm figuring the Increase In pay that the government ordered or allowed to railroad Employees under government ownership my name was placed on the Terminal Co pay roll to compare with their office porter in the year 1915 which was #45.00 forty five dollars. per month and not allowing me any Increase in pay at all. I appeal to you for Justice and Fairness and to Consider my long continued service that I may get the Increase that is rightfully due me. I respectfully refer you to mr J.P. Burrus Supt Terminals H.B.T Co. also mr W. J. Turner Auditor T.T.G.N.Ry for my record. thanking you for any consideration shown me I beg to remain your Humble servant

James. A. Green

515 Allston St Houston Tex

June 27, 1918.

Mr. James A. Green,
515 - Allston St.,
Houston, Tex.

Dear Sir:

Your letter of June 22nd addressed to the Director General of Railroads, has been referred to this Division.

You do not state the date that you left the service of the International & Great Northern Railway Company, and I am unable to determine whether you left the service of that Company since June 1st or prior to that date.

I am enclosing copy of Order No. 27, from which you will be able to secure all information available.

Yours very truly,

35.

Form 817 2-18—200M

International & Great Northern Railway Company

JAS. A. BAKER, Receiver
THORNWELL FAY, Assistant to Receiver

E-38

Department

Houston Tex July 12 1918

Mr W. D. Carter Director of Labor

Dear Sir

Refering to yours next attached I beg to advise that I have no Complaint or greivence With the I & G N Ry. I have Worked for them for the past Eleven years as record Clerk at $60.00 per month Jan 1915 and $66.00 per month Jan 1917. On april the 27th. the I & G N Consolidated With the Houston Belt and Terminal Co All Employees going on the Houston Belt and Terminal Co pay roll on May the First. on June 25 I recieved my Back pay from the I & G N. for 4 months beginning Jan the First Ending april the 30th Amounting to $73.15. I was placed on the Houston Belt and terminal pay roll at $66.00 per month on May the First all Employees Working In the Local freight Station of the I. & G. N Were transfered to the Houston Belt and Terminal Co

Form 817 2-18—200M

International & Great Northern Railway Company

JAS. A. BAKER, Receiver
THORNWELL FAY, Assistant to Receiver

_____ Department

_____ 191__

Pay roll. though Sance had seen
15 years service with the I.&.Gn
my Grievance Is the Houston Bett
& Terminal Co granted me no
Increase In pay & no back time
from may the first to June the
First. my Salary under the Govt
raise showed there been $84.60
per month. yet they paid me
At the rate of $66.00 per month. I
Contend according to the copy of Gen
order 27 that the Houston Bett and
Terminal Co owe me $50.02. I left
the Empoy of the Houston Bett and
Terminal Co July the 5th 1918 for
the reason Stated above as I
believe I am Justly due some If
the Agt of the Terminal Co wike
Comply With Gen order 27 I was
Employed under Mr W. S. Clark as
agent of the Houston Bett and
Terminal Co. Local Freight Station
I am now Employed by the
I.&.Gn Gen office I resigned my

Form 817 2-18—200M

International & Great Northern Railway Company

JAS. A. BAKER, Receiver
THORNWELL FAY, Assistant to Receiver

_____ Department

_____ 191

my position with the terminal co
after. they refused to give me the
allotted raise. For your information
Every Employee was granted this
increase except me. If there is any
way you could assist me in collecting
the amount due me I assure you
I will certainly appreciate same
thanking you for the consideration
and the interest you have given
this matter your obedient servant

James A Green
515 Alston St

UNITED STATES RAILROAD ADMINISTRATION

W. G. McADOO, DIRECTOR GENERAL

INTERSTATE COMMERCE BUILDING

DIVISION OF LABOR

W. S. CARTER, DIRECTOR

WASHINGTON

June 27, 1918.

Mr. James A. Green,
515 - Allston St.,
Houston, Tex.

Dear Sir:

Your letter of June 22nd addressed to the Director General of Railroads, has been referred to this Division.

You do not state the date that you left the service of the International & Great Northern Railway Company, and I am unable to determine whether you left the service of that Company since June 1st or prior to that date.

I am enclosing copy of Order No. 27, from which you will be able to secure all information available.

Yours very truly,

W. S. Carter

35.

July 23,1918

Mr. James A. Green,
515 Allston St.,
Houston, Texas.

Dear Sir:

Yours of the 12th instant, addressed to Mr. Carter, Director, Division of Labor, duly received.

I understand your complaint is against the Houston Belt & Terminal Company, to which company you were transferred from the International & Great Northern Railway Company as a result of the consolidation with the Houston Belt & Terminal Company on May 1st.

My understanding of General Order No. 27 is that you would not lose your increase or rating because of this transfer. If you are doing the same class of work with the Houston Belt & Terminal Company that you were performing for the International & Great Northern Railway Company, the same rating should apply.

I call your attention to section F, article II of General Order No. 27, and to supplement No. 1 to General Order No. 27, copies of which are attached hereto.

Yours very truly,

J. A. FRANKLIN

Assistant to the Director.

24

INTERNATIONAL & GREAT NORTHERN RAILWAY CO.
JAS. A. BAKER, RECEIVER
THORNWELL FAY, ASSISTANT TO RECEIVER
ACCOUNTING DEPARTMENT
W. J. WERNER,
AUDITOR

We E 38-11

HOUSTON, TEXAS, July 29 - 18

IN YOUR REPLY PLEASE REFER TO DEPT.

DIVISION OF LABOR.

AUG 1 1918

Mr W. S. Carter
Director of Labor Washington D.C.

Dear Sir

I have yours of July 23 from your Mr Franklin for the Houston Belt and Terminal that I did refused to grant me an increase or allow me back pay from may the first till July 5th and refuse to consider my appeal to them as you can readily see I am helpless in this matter I will thank you to take up with the proper official of the Houston Belt & Terminal Ry that I may get what is due me I tendered my resignation to the Houston Belt and Terminal Co

INTERNATIONAL & GREAT NORTHERN RAILWAY CO.

JAS. A. BAKER, RECEIVER
THORNWELL FAY, ASSISTANT TO RECEIVER

ACCOUNTING DEPARTMENT

W. J. WERNER,
AUDITOR

HOUSTON, TEXAS,

IN YOUR REPLY PLEASE REFER TO DEPT.

July 5th for the reason I did not get an
Increase in pay and back time from may
the first to July 5th. and accepted service
I realize that your office is very busy and I do
not at this time like to burden you with a
lot of correspondence. but I would thank you
to take up with mr J.P. Burns Supt of
Terminals of the Houston belt and Terminal
co to the end that he may see his way
clear to grant me the pay that is due
me under the Gourment Increase. again
thanking you.

Yours Very Truly

James A. Green
515 Alston st
Houston Tex

August 21, 1918.

E-38-11

Mr. James A. Green,
515 Allston St.,
Houston, Texas.

Dear Sir:

Your letter of July 29th asking interpretation of certain Wage Orders has been received.

In reply will say that as soon as determination is reached you will be advised.

Very truly yours,

W. S. CARTER

4-MHL

INTERNATIONAL & GREAT NORTHERN RAILWAY CO.
JAS. A. BAKER, RECEIVER
THORNWELL FAY, ASSISTANT TO RECEIVER
ACCOUNTING DEPARTMENT
W. J. WERNER,
AUDITOR

UNITED STATES RAILROAD ADMINISTRATION,
W. G. McAdoo, Director General of Railroads.
International and Great Northern Railroad.
Galveston, Houston and Henderson Railroad.
Houston and Brazos Valley Railroad.

E 38-11

ACCOUNTING DEPARTMENT

DIVISION OF LABOR.

HOUSTON, TEXAS, Nov 19th 1918

IN YOUR REPLY PLEASE REFER TO DEPT.

NOV 22 1918

Mr W.S. Carter. Director of Labor
Washington D.C.

Dear Sir
Replying to yours of aug 21st file E-38-11 wherein you adised that my petition was undergoing Investigation and you waned adise me later. waned thank you to adise me the present Status. I have been employed by the International and Great Narthern Railrood from may 25 1907. till aprie 27th 1918. as record clerk and porter on aprie 27 1918 the International and great northern Local freight office consolidated with the Houston Belt and Terminal campany. before the Application of Gen order 27. I begin work for the H.B.T.T Co aprie 28 at the same salary I was drawing from the I+GN Railrood $66.00 per month. On Dec 1915 I was drawing $60.00 from the I.T.GN on Oct 1917. I was given a raise of six dollars makeing $66.00 my understanding of Gen order 27 I.s

INTERNATIONAL & GREAT NORTHERN RAILWAY CO.
JAS. A. BAKER, RECEIVER
THORNWELL FAY, ASSISTANT TO RECEIVER
ACCOUNTING DEPARTMENT
W. J. WERNER,
AUDITOR

UNITED STATES RAILROAD ADMINISTRATION,
W. G. McAdoo, Director General of Railroads.
International and Great Northern Railroad.
Galveston, Houston and Henderson Railroad.
Houston and Brazos Valley Railroad.

ACCOUNTING DEPARTMENT

HOUSTON, TEXAS, _____ 191__

IN YOUR REPLY PLEASE REFER TO DEPT.

I have been increased to $84.60 which the Houston Belt and Terminal corefused to do. Saying that they only paid their porter $45.00 per month and as I was coming $66.00 I was getting all that was due me. they raised their porter from $45.00 to $66.00 per month and let my salary stand at $66.00 I am contending that the H B & T Railroad owes me the difference between $66.00 and $84.60 from may the first to July. 5th. I hope you will take the matter up with Mr. W. S Clark agent H B & T Co and mr J.P. Burrus Supt H.B.T.T. in a way that I may get what I.s due me thanking you I in advance yours Very Truly

James A Green
515 Alston st
Houston Tex.

December 3, 1918

E-38-11

Mr. James A. Green,
515 Alston St.,
Houston, Texas.

Dear Sir:--

Replying to yours of Nov. 19th addressed to Mr. W. S. Carter, in which complaint is made that the increase awarded under General Order No. 27 has not been properly applied in your case.

I understand that you were transferred from the International Great Northern to the Houston Belt & Terminal Company as a result of consolidation.

I am attaching hereto a copy of Supplement No. 7, issued under date of Sept. 1st, also Supplement No. 6, which provides that in case of a dispute between an employee and his employer, a joint statement of facts shall be submitted to the Director, Division of Labor, for formal interpretation.

I therefore suggest that in the event you are unable to arrive at a satisfactory understanding with the officials of the railroad, that you ask them to join you in a statement setting forth the facts in connection with the matter complained of and submit to the Director, Division of Labor, when same will be given prompt attention.

Yours very truly,

W. A. FRANKLIN

Assistant Director.

2-LFS

Form [illegible]

UNITED [redacted] ATION

W. [redacted]

FILE NO. [illegible]

SUBJECT: Employees - Application of General Order No.37 to CONTRACT shop employees.

Volume No. ____

From ____

To ____

DEPARTMENT OF LABOR

E-38-2

Form 1205

WESTERN UNION TELEGRAM

CLASS OF SERVICE	SYMBOL
Telegram	
Day Letter	Blue
Night Message	Nite
Night Letter	N L

If none of these three symbols appears after the check (number of words) this is a telegram. Otherwise its character is indicated by the symbol appearing after the check.

(number of ... telegram. Other- ...acter is indicated by the ...ol appearing after the check.

NEWCOMB CARLTON, PRESIDENT — GEORGE W. E. ATKINS, FIRST VICE-PRESIDENT

RECEIVED AT WYATT BUILDING, COR. 14TH AND F STS., WASHINGTON, D. C. ALWAYS OPEN

24JSW 63 NL

WAYCROSS GA AUG 13 18

W S CARTER

2468 ASSISTANT DIRECTOR GENERAL R R WASHINGTON DC

WE THE NEGROES OF THIS SHOP HAVE BEEN DEPRIVED OF THE BENEFITS AS PROVED AND UNDER THE NEXT WAGE COMMITTEE WHICH PROVIDES FORTY FIVE CENTS MINIMUM WITH ADDITIONAL OF THIRTEEN CENTS FOR EXPERIENCED HELPERS AND YOUR HONORED SIR YOUR STATMENT GIVING THIS ORDER THAT THERE WOULD BE NO DISCRIMINATION AND WE PRAY THAT YOU GIVE THIS YOUR IMMEDIATE ATTENTION YOURS SINCERELY AND COMMITTEE

DIVISION OF LABOR.

W HEMMANS

740A

AUG 14 1918

August 14,1918

Mr. W. Hamma,

Waycross,Ga.

Dear Sir:

Your telegram of August 13th is not clear, and without further information I am unable to give you a definite reply.

Will you kindly write me full particulars of any complaint you have to make with regard to the application of Order No. 27, upon receipt of which I will endeavor to make prompt reply.

Yours truly,

W. S. CARTER

4-LRS

W. P. Co.—15291—200 M—March 1918

DIVISION OF LABOR

FORM 369

ATLANTIC COAST LINE RAILROAD COMPANY.

AUG 20 1918

38-11

Way cross Ga Aug 17th 1918

Mr W. S. Carter, Director Div of Labor
Washington D.C.

Sir in Reply to your Letter of
Aug the 14th 1918 will say that in re
Taken the matter up with you con-
cerning the Colored Helpers, in A.C.L. R.R
Shops here, We Was granted a Supplement
#4. To Such Order #27, after having
been denied it, We taken the matter
up first with our Shops Supt, Mr
W.M. Pearsall, and he told us
we did not get any increase at all
So we filed Letter with him concerning
the Same matter, and then Wired you
and very soon there-after, We was told
we was granted the raise as described
in Supplement #4, with Back Time
and said he did not have any
instruction concerning Time and
half for over 8 hours, but he
Supposed we was granted it also.
We feel that everything will be
alright as far as the Helpers is
concerned if they carry out their

W. P. Co.—15291—200 M—March 1918

FORM 369

ATLANTIC COAST LINE RAILROAD COMPANY.

promise, We desire also To Thank
You for your Prompt consideration
as We is doing our best in
the South as colored citizens to
be Loyal to our employers and to
our Country, We already has
Subscribed Liberally for Liberty
Loan Bonds and also War Stamps
We further Thank you for all
past Favors, and should any
differences arise in the future
We trust that We can Settle it
With Satisfaction to all concerned.

Yours Truly

W. Hemmens
(Col) Chr
Helpers Committee A.C.L. Shops
Waycross
Ga
24 Daniel St

August 26, 1918.

E-38-11

Mr. W. Hemmens,
Helpers Com. A.C.L. Shops,
Waycross, Ga.

Dear Sir:

Your letter of August 17th in reply to mine of August 14th has been received.

I am very glad to note that conditions of which you complain in your telegram of August 13th have been adjusted.

Yours truly,

W. S. CARTER

5-SS

E 3F-11

January 9, 1924.

Dear Sir:

This will acknowledge receipt of your letter of the 4th instant, relative to the claims of Joe McCafferty and Columbus Gavin for back pay while employed on the Mobile & Ohio Railroad during the period of Federal control.

The claims of these men have been previously investigated and it was found that they had been adequately compensated for services rendered during the period of Federal control, in accordance with Mr. Alvord's letter of April 13, 1922 to Mr. Norris, Vice President, Mobile & Ohio Railroad Company.

In connection with the last paragraph of your letter, relative to filing of suit, beg to advise that Section 206 (a) of the Transportation Act, 1920 contains a definite statute of limitation as to the enforcement of claims against the Director General. That limitation expired on March 1, 1922, and the Director General has no authority to pay out Government funds to liquidate claims that are barred by the statute of limitation; this also bars suits.

It is, therefore, necessary for me to advise you that the claims of Joe McCafferty and Columbus Gavin cannot be entertained.

Sincerely yours,

A. W. STOLL

Mr. Wyatt Easterling, Attorney,
305 Cochran Building,
5th Street and 23rd Avenue,
Meridian, Mississippi.

AWS:MS
b

WYATT EASTERLING
LAWYER
305 COCHRAN BUILDING
CORNER 5TH ST. AND 23RD AVE.

186337
jw

DIRECTOR GENERAL OF RAILROADS

MERIDIAN, MISS.
January 4,1924.

United States Railroad Administration
Washington,D.C.

IN RE: Joe McCafferty and Columbus Gavin,
Reform,Alabama. File 10-24

Dear Sir,

I have on my desk the claims of Joe McCafferty and Columbus Gavin-File 10-24, allowed under your order dated April 13,1922 compensation and back time as per provisions of Section A,Article 5 of Supplement 7,under Interpretation 8 to Supplement 7,General Order 27, which allowance has been but partially complied with by the M & O R R Co.,and the balance due thereunder has been denied by said company,under a flimsy pretext that does not find sounding under the rules and regulations which govern the question. The company paid for part of the time covered by said order.

Inasmuch as I have arranged to file suit on the claim,unless the balance is complied with,I desire to ask your department to advise me of any reason you may have in mind why suit should not be instituted for the balance due under the award. I will withhold action for a reasonable time and if I hear nothing to the contrary, I will act.

Yours very truly,

Wyatt Easterling

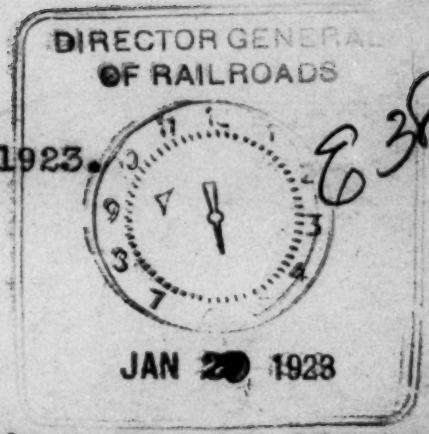
Copy to
Mr.E.E.Norris,V.P.
M & O R R Co
St.Louis,Mo.

NOTARY PUBLIC

178376

Scan

WYATT EASTERLING
LAWYER
ROOM 305 (THIRD FLOOR) COCHRAN BUILDING
CORNER 8TH STREET AND 23RD AVENUE



E 35-11

MERIDIAN, MISS.
January 26, 1923.

Mr.E.E.Norris,Vice President,
Mobile & Ohio Railroad Co.,
St.Louis,Missouri.

Dear Sir,

I herewith hand you power of attorney from Joe McCafferty and from Columbus Gavin, the first feature of same dealing with the balance due under directions from Mr.E.M.Alvord,Assistant to the Director General of Railroads and bearing date April 13,1922 and I shall expect a compliance therewith without further delay,unless sufficient reason is offered to the contrary. Notwithstanding the directions contained in the letter of directions hereinabove refered to,it appears that your company has disregarded ~~absolutely~~ those directions,as well as the duities you owe those men,under the application of every order and interpretaion issued covering their cases and cases of identically the same facts.

If you have any reason,based upon the application of the established law of the cases,I will be glad to consider them,and oblige,

Yours very truly,

Wyatt Easterling

Copy to Mr.E.M.Alvord,
Assistant to the Director General of Railroads,
Washington,D.C.

State of Alabama-)

County of Pickens)

Know all men by these presents, that I, Columbus Gavin of the Town of Reform, County of Pickens, State of Alabama, do hereby constitute and appoint Wyatt Easterling, Attorney at Law, of the City of Meridian, County of Lauderdale, State of Mississippi, my attorney with full power of substitution for me and in my name to represent me in my claim I hold, and which is now pending settlement under an order made and entered by the United States Railroad Administration, by Mr. E.M. Alvord, Assistant to the Director General, under date April 13, 1922, which settlement has been partly complied with, and to do any and all things for me and in my name to the end that settlement of same be made in full, unless a less amount shall be agreed to and accepted by my said attorney, and to bring suit or suits thereon in my name, if deemed necessary or proper in that behalf; also, to appear for and represent me in that certain claim for re-classification and back time now pending before the Railroad Labor Board at Chicago, Illinois, touching and coveringmy services with the Mobile & Ohio Railroad Company as freight handler etc., at its freight and passenger station at said town of Reform, Alabama, a station on the railroad line of said Company, which claim is now, and has been for sometime, pending before said Board.

I hereby undertake to ratify everything that my said attorney, or any substitute or agent appointed by him under the power in this behalf contained, shall do, or purport to do, by virtue of these premises; hereby revoking the authority, expressed or implied, heretofore exercised by any person or organization in my behalf touching or covering any of the matters herein contained; but reposing same in the said Wyatt Easterling as hereinbefore stated.

Witness my signature, at Reform, Alabama, this the 24 day of January, 1923.

Columbus Gavin

State of Alabama-)

County of Pickens)

Personally appeared before me, the undersigned authority in and for above County, in said State, the above named Columbus Gavin

and known to me to be such person who acknowledged that he signed and delivered the within power of attorney on the day and year therein mentioned as his act and deed for the purposes therein set forth.

Given under my hand and official seal, this the 24 day of January, 1923.

B. J. Bailey (Official
Notary Public. Seal)

Copy.

State of Alabama-)
County of Pickens)

Know all men by these presents, that I, Joe McCafferty of the Town of Reform, County of Pickens, State of Alabama, do hereby constitute and appoint Wyatt Easterling, Attorney at Law, of the City of Meridian, County of Lauderdale, State of Mississippi, my attorney with full power of substitution for me and in my name to represent me in my claim I hold, and which is now pending settlement under an order made and entered by the United States Railroad Administration, by Mr. E.M. Alvord, Assistant to the Director General, under date April 13, 1922, which settlement has been partly complied with, and to do any and all things for me and in my name to the end that settlement of same be made in full, unless a less amount shall be agreed to and accepted by my said attorney, and to bring suit or suits thereon in my name, if deemed necessary or proper in that behalf; also, to appear for and represent me in that certain claim for re-classification and back time now pending before the Railroad Labor Board at Chicago, Illinois, touching and coveringmy services with the Mobile & Ohio Railroad Company as freight handler etc., at its freight and passenger station at said town of Reform, Alabama, a station on the railroad line of said Company, which claim is now, and has been for sometime, pending before said Board.

I hereby undertake to ratify everything that my said attorney, or any substitute or agent appointed by him under the power in this behalf contained, shall do, or purport to do, by virtue of these premises; hereby revoking the authority, expressed or implied, heretofore exercised by any person or organization in my behalf touching or covering any of the matters herein contained; but reposing same in the said Wyatt Easterling as hereinbefore stated.

Witness my signature, at Reform, Alabama, this the 24 day of January, 1923.

Attest
B J Bailey
N.P.

His
Joe x
Mark

State of Alabama-)
County of Pickens)

Personally appeared before me, the undersigned authority in and for above County, in said State, the above named Joe McCafferty

and known to me to be such person who acknowledged that he signed and delivered the within power of attorney on the day and year therein mentioned as his act and deed for the purposes therein set forth.

Given under my hand and official seal, this the 24 day of January, 1923.

B. J. Bailey (Official
Notary Public. Seal)

Copy.

J 135-11

September 16, 1922.

Dear Sir:

Referring further to my letter of September 8th, relative to claim for back pay of Joe McCafferty and Columbus Gavin, at Reform, Alabama.

This matter has been investigated and it is found that McCafferty and Gavin have been paid a net amount of $482.34, and they are not entitled to any additional amount.

Our files are being closed in this matter.

Sincerely yours,

E M A

5

Mr. J. H. Muir, General Chairman,
Brotherhood of Railway & Steamship Clerks,
306-307 Cochran Building,
Meridian, Miss.

AWS:MA

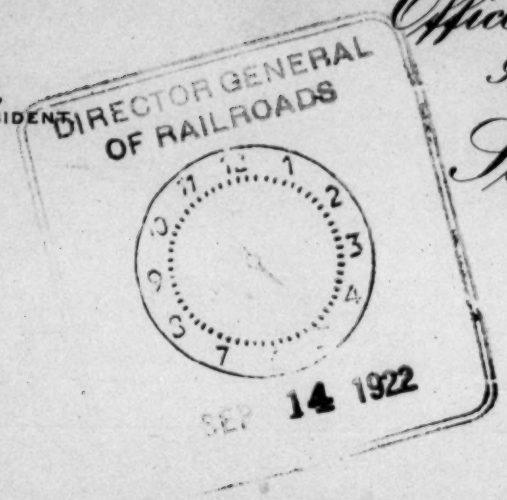
Mobile & Ohio Railroad Company

Office of Vice President
In charge of Operation

Saint Louis, Mo.

174709

E. E. NORRIS,
VICE-PRESIDENT.



September 12th, 1922.
114-45

Mr. E. M. Alvord,
Ass't to Director General,
United States Railroad Administration,
Washington, D. C.

Dear Sir:

Replying to your letter 8th instant in claim of Joe McCafferty and Columbus Gavin, Reform, Alabama, am enclosing copy of affidavit made by Agent Graham at that point, which is self-explanatory. Those two negroes have been paid accordingly and neither the Railroad Administration nor this Company are due them any additional compensation.

Yours very truly,

Vice-President.

COPY

STATE OF ALABAMA)
COUNTY OF PICKENS) ---

I, C. H. Graham, Agent at Reform, Alabama, hereby certify that I made a statement on June 8th, 1921, which read as follows:

"I, C. H. Graham, Agent at Reform, Ala., hereby certify that Joe McCafferty and Columbus Gavin are the only negroes, or laborers employed at, in or around the station and freight storeroom at this place; that they and each of them take care of the mail and baggage, clean up the station and storeroom, seal the cars, load and unload local freight, which is to say such as merchandise cars or parts of cars; and do all trucking, storing and handling in connection therewith; that the trucking, storing and handling freight consumes more of their time than all other duties combined and that this has been true of their employment at this station ever since I became agent at this place, which began in September, 1917, and has continued to date; these men have been and are now classed as Porters."

I further certify that at the time I made the statement above quoted, I considered that the said Joe McCafferty and Columbus Gavin were engaged in trucking, storing and handling freight during the entire time they were in, about or around the freight storeroom whether actually trucking, storing and handling freight, or not.

Since making the statement above quoted, I have carefully examined the record of freight trucked, stored and handled, and after careful consideration of all the facts, I find that the said Joe McCafferty and Columbus Gavin do not devote, on an average, more than three hours per day each to trucking, storing and handling freight; and their other duties, including cleaning up station and storeroom, caring for mail and baggage, making fires and maintaining them, delivering messages and running other errands, sealing cars, and waiting for instructions, etc., on an average, consumes the remaining time they are on duty. The conditions stated in this paragraph are true now and have been during the entire time I have been Agent at Reform with the exception of the year of 1918 and part of 1919.

Given under my hand at Reform, Ala., this 2nd day of December 1921.

(Sgd) D. W. Crump,
Witness

(Sgd) C. H. Graham,
Agent

The facts stated by Mr. C. H. Graham, Agent at Reform, Ala., hereon, have been explained to me in detail by him. I have gone over with him the record of freight handled at his station, and I have questioned employes at this station. I believe this statement to be correct in every particular.

(Sgd) V. J. Thompson,
Train Master.

9/30/22

E 35-11

September 8, 1922.

Dear Sir:

This will acknowledge receipt of your letter of August 30th, relative to claim for back pay of Joe McCafferty and Columbus Gavin, porters, at Reform, Ala.

Your claim will be investigated with the Mobile and Ohio Railroad Company, and you will be advised just as soon as we receive the information from the carrier.

Sincerely yours,

E M A

S

Mr. J. H. Muir, General Chairman,
Brotherhood of Railway & Steamship Clerks,
306-307 Cochran Building,
Meridian, Miss.

AWS:MA

9/30/22

September 8, 1922.

Dear Sir:

Please be referred to your letter of August 10th, 1922, addressed to Mr. J. H. Muir, General Chairman, Meridian Miss., your File 114-45, relative to back pay for porters, Joe McCafferty and Columbus Gavin, employed at Reform, Ala.

I note that you state the porters have no claim for back time beyond July 1919, and the Brotherhood of Railway and Steamship Clerks, Freight Handlers, Express and Station Employes, are protesting that the porters should be paid back time to the end of Federal control.

Will you please advise why the back payments did not extend subsequent to July 1919?

Sincerely yours,

E M A

Mr. E. E. Norris, Vice President,
Mobile & Ohio Railroad Company,
Fullerton Building,
St. Louis, Mo.

AWS:MA

174396

J. H. MUIR, GENERAL CHAIRMAN — LILLIAN LATHAM, SECRETARY-TREASURER — E. W. OSBORNE, FIRST VICE-CHAIRMAN

Brotherhood of Railway and Steamship Clerks, Freight Handlers Express and Station Employes

AFFILIATED WITH AMERICAN FEDERATION OF LABOR AND SOUTHEASTERN FEDERATION

JOINT BOARD OF ADJUSTMENT

MOBILE & OHIO RAILROAD, COLUMBUS & GREENVILLE RAILROAD
MERIDIAN TERMINAL

EXECUTIVE OFFICES
306-307 COCHRAN BUILDING
MERIDIAN, MISS.

OFFICE PHONE
2489

DIRECTOR GENERAL OF RAILROADS
SEP 1922

Meridian, Miss. August 30th, 1922.

Mr.E.M.Alvord, Asst to Director General,
United States Railroad Administration,
Washington, D.C.

Dear Sir:

Under date of April 13th, 1922, you addressed the following communication to Mr.E.E.Norris, Vice President of the Mobile and Ohio Railroad Company in the matter of the proper classification and rates of pay of Joe McCafferty and Columbus Gavin, Porters at Reform, Alabama.,

"Kindly refer to your letter of November 11,1921, file 10-24, relative to claim filed by Mr Wyatt Easterling, attourney, in behalf of Joe McCafferty and Columbus Gavin, Porters at Reform;Alabama.

In connection with this case, wish to state that the entire submission regarding same has been thoroughly reviewed together with all evidence submitted in connection therewith, and it is apparent from the submittal that these two employes in question for a majority of their time performed service as outlined in Section A, Article 5 of Supplement 7 to General Order 27, and in accordance with Interpretation were classified as porters should have been reclassified and paid under Section A,Article 5 of Supplement 7. Interpretation No 8 to Supplement No 7 is very specific in its direction and where the fact was established that employes coming under Supplement 7 performing any service for a majority of their time and the designation of the position did not conform to the majority of service so rendered it is provided that the situation will be arbitrarily reclassified and paid on the nature of the greater part of service as rendered.

From a careful consideration of the entire case, it is quite apparent that these employes are undoubtedly entitled to classification regardless of their previous payroll designation, and it is therefore requested that you make arrangements to reclassify them as far as the period of Federal Control is involved, and this will be your authority to remunerate the two employes in question, Joe McCafferty and Columbus Gavin, insifar as the Director General may be obligated and charge same to Federal Account,"

On this same date, April 13th,1922, you addressed the following communication to the writer;

" This will acknowledge receipt of your letter of February 4th,1922, transmitting further data relative to claim of Joe McCafferty and Columbus Gavin, classified as porters and performing the work of freight handlers or stationhouse men at the stationhouse at Reform,Alabama.

Inasmuch as the question of jurisdiction has been disposed of and under the circumstances the claim is a just one, I am authorizing Mr.E.E.Norris,Vice President of the carrier, under even date, to remunerate the employes so fas as the Director General may be obligated, and charge same to Federal Account.

The additional file which you submitted in connection with the case appears to be prepared exhibits and not origionals, and I shall therefore hold same in order to complete my file unless it is requested that they be returned."

Upon receipt of your letter of April 13th,1922, the writer did; on April 26th,1922, address a communication to Mr. E.E.Norris, Vice President of the carrier, quoting your letter and asking for settlement in line with your decision.

During the latter part of July 1922, these men were notified that their back time checks had arrived and upon investigation it was found that these checks covered only the period from September 1st,1918 to June 30th,1919.

I have handled this matter with Mr Norris and he has declined to comply with your decision and pay these men for the remainder of the time covered by the period of Federal Control.

Since I have been unable to effect a complete settlement of this matter in line with your decision in the case I again appeal to you to give the necessary instructions that will cause these men to be compensated for the remaining period of Federal Control, that is, from July 1st,1919 to March 1st,1920.

Thanking you to give this matter your usual prompt handling, I am,

Very truly yours,

General Chairman.

MOBILE AND OHIO RAILROAD COMPANY

173837

August 10th, 1922.
114-45

Mr. J. H. Muir,
Gen'l Chairman,
BofRy&S/S Clerks, MH&SE,
Meridian, Mississippi

Dear Sir:

Referring to your letter 3d instant. If you will re-read statement of Agent Graham (copy of which was transmitted to you by our letter December 29th, 1921), you will observe that the porters at Reform have no claim for back time beyond July 1919.

Yours very truly,

Vice-President.

Cy to Mr. E. M. Alvord,
Ass't to Director General,
U. S. Railroad Administration,
Washington, D. C.
with copy of statement attached.

COPY

STATE OF ALABAMA
COUNTY OF PICKENS

I, C. H. Graham, Agent at Reform, Alabama, hereby certify that I made a statement on June 8th, 1921, which read as follows:

"I, C. H. Graham, Agent at Reform, Ala., hereby certify that Joe McCafferty and Columbus Gavin are the only negroes, or laborers, employed at, in or around the station and freight storeroom at this place; that they and each of them take care of the mail and baggage, clean up the station and storeroom, seal the cars, load and unload local freight, which is to say such as merchandise cars or parts of cars; and do all trucking, storing and handling in connection therewith; that the trucking, storing and handling freight consumes more of their time than all other duties combined and that this has been true of their employment at this station ever since I became agent at this place, which began in September, 1917, and has continued to date; these men have been and are now classed as Porters."

I further certify that at the time I made the statement above quoted, I considered that the said Joe McCafferty and Columbus Gavin were engaged in trucking, storing and handling freight during the entire time they were in, about or around the freight storeroom whether actually trucking, storing and handling freight, or not.

Since making the statement above quoted, I have carefully examined the record of freight trucked, stored and handled, and after careful consideration of all the facts, I find that the said Joe McCafferty and Columbus Gavin do not devote, on an average, more than three hours per day each to trucking, storing and handling freight; and their other duties, including cleaning up station and storeroom, caring for mail and baggage, making fires and maintaining them, delivering messages and running other errands, sealing cars, and waiting for instructions, etc., on an average, consumes the remaining time they are on duty. The conditions stated in this paragraph are true now and have been during the entire time I have been Agent at Reform with the exception of the year of 1918 and part of 1919.

Given under my hand at Reform, Ala., this 2nd day of December, 1921.

(Sgd) D. W. Crump,
Witness

(Sgd) C. H. Graham,
Agent

The facts stated by Mr. C. H. Graham, Agent at Reform, Ala., hereon, have been explained to me in detail by him. I have gone over with him the record of freight handled at his station, and I have questioned employes at this station. I believe this statement to be correct in every particular.

(Sgd) V. J. Thompson,
Train Master.

173609

J. H. MUIR, GENERAL CHAIRMAN — LILLIAN LATHAM, SECRETARY-TREASURER — E. W. OSBORNE, FIRST VICE-CHAIRMAN

Brotherhood of Railway and Steamship Clerks, Freight Handlers Express and Station Employes

AFFILIATED WITH AMERICAN FEDERATION OF LABOR AND SOUTHEASTERN FEDERATION

JOINT BOARD OF ADJUSTMENT

MOBILE & OHIO RAILROAD, COLUMBUS & GREENVILLE RAILROAD
MERIDIAN TERMINAL

EXECUTIVE OFFICES:
306-307 COCHRAN BUILDING
MERIDIAN, MISS.

OFFICE PHONE
2489

DIRECTOR GENERAL
OF RAILROADS
AUG 7 1922

Meridian, Miss.
August 3rd, 1922.

Mr. E.E. Norris, Vice-President,
Mobile and Ohio Railroad Co.,
St. Louis, Mo.,

Dear Sir:-

Back Time for Porters
Reform, Alabama.

With reference to the above subject, and decision of the United States Railroad Administration covering these employes.

I have been advised that these men have been paid their back time covering a period from September 1918 to July 1919, but have not been paid for the period from July 1919 to March 1920. I also have advice from Superintendent Minniece that,

> "On instructions of Mr. Ervin I sent him back time roll in favor of Joe McCofferty and Columbus Gavin for the year 1918 and first six months of 1919, covering difference between Porter's rate and Truckers rate with my letter of May 23rd."

Please advise me as to what settlement will be made covering time from July 1st, 1919 to March 1st, 1920.

Yours Truly

General Chairman.

Copy- Mr. E.M. Alford, Asst. to D.G.
This refers to your letter of the 13th, of April 1922.

JHM.

E 36-11

June 24, 1922.

for Mr. Tracy:

Relative to your memorandum of the 12th instant, File 68-a concerning payrolls submitted by the Mobile & Ohio Railroad, covering adjustment for two porter-truckers at Reform, Alabama, namely, Joe McCafferty and Columbus Gavin, in a net amount of $482.34.

As this matter has previously been handled from this office and the payment of these men authorized, it will be proper for you to obtain the release of the payroll in question.

E. M. Alvord

JWG:MA

June 17, 1922.

for Mr. Tracy:

Relative to your memorandum of June 12th, file 68-A, concerning payroll submitted by the Mobile & Ohio Railroad, covering adjustment for porter-truckers at Reform, Alabama.

As this matter has been previously handled from this office, and the payment of these men authorized, it will be proper for you to authorize the release of the payrolls in question.

E. M. Alvord

JWG:MA

Form [illegible]

FILE NO. 68-A

UNITED STATES RAILROAD ADMINISTRATION

DIRECTOR GENERAL OF RAILROADS

SUBJECT: Mobile & Ohio Railroad.

June 12, 1922.
FAB:RR

MEMORANDUM for Mr. Alvord:

I attach hereto for advice as to disposition Federal back time payrolls, submitted by the Mobile & Ohio Railroad, covering adjustment for the period September, 1918 to June, 1919, inclusive, in compensation of porter-truckers at Reform, Alabama.

L. J. Tracy
Comptroller.

enc.

E38-11

April 13, 1922.

Dear Sir:

This will acknowledge receipt of your letter of February 4th, 1922, transmitting further data relative to claim of Joe McCafferty and Columbus Gavin, classified as porters and performing the work of freight handlers or stationhouse men at the stationhouse at Reform, Alabama.

Inasmuch as the question of jurisdiction has been disposed of and under the circumstances the claim is a just one, I am authorizing Mr. E. E. Norris, Vice President of the carrier, under even date, to remunerate the employes so far as the Director General may be obligated, and charge same to Federal Account.

The additional file which you submitted in connection with the case appears to be prepared exhibits and not originals, and I shall therefore hold same in order to complete my file unless it is requested that they be returned.

Sincerely yours,

E M A

Mr. J. H. Muir, General Chairman,
Brotherhood of Railway and Steamship Clerks,
306 Cochran Building,
Meridian, Miss.

JWG:IVM
AWS:MA

April 13, 1922.

Dear Sir:

Kindly refer to your letter of November 11, 1921, file 10-24, relative to claim filed by Mr. Wyatt Easterling, Attorney, in behalf of Joe McCafferty and Columbus Gavin, Porters at Reform, Alabama.

In connection with this case, wish to state that the entire submission regarding same has been thoroughly revied together with all evidence submitted in connection therewith, and it is apparent from the submittal that these two employes in question for a majority of their time performed service as outlined in Section A, Article 5 of Supplement 7 to General Order 27, and in accordance with Interpretation were classified as porters should have been reclassified and paid under Section A, Article 5 of Supplement 7. Interpretation No. 8 to Supplement 7 is very specific in its direction and where the fact was established that employes coming under Supplement 7 performing any service for a majority of their time and the designation of the position did not conform to the majority of service so rendered, it is provided that the situation will be arbitrarily reclassified and paid based on the nature of the greater part of service as rendered.

From a careful consideration of the entire case, it is quite apparent that these employes are undoubtedly entitled to classification regardless of their previous payroll designation, and it is therefore requested that you make arrangements to reclassify them as far as the period of Federal control is involved and this will be your authority to remunerate the two employes in question, Joe McCafferty and Columbus Gavin, insofar as the Director General may be obligated and charge same to Federal Account.

Sincerely yours,

E M A

Mr. E. B. Morris, Vice Pres.,
Mobile & Ohio Railroad Co.,
Fullerton Building,
St. Louis, Mo.
Copy to: Mr. Wyatt Easterling, Atty.,
Room 305 Cochran Building,
8th Street & 23rd Avenue,
Meridian, Miss.

JWG:IVM
ARS:MA
Copy to Mr. Tracy.

February 11th, 1922.

Dear Sir:

This will acknowledge receipt of your letter of February 4th, 1922, transmitting further data relative to claim of Joe McCafferty and Columbus Gavin, classified as porters and performing the work of freight handlers or stationhouse men at the stationhouse at Reform, Alabama.

Inasmuch as the question of jurisdiction has been disposed of and under the circumstances the claim is a just one, I am authorizing Mr. R.E. Norris, Vice President of the carrier, under even date, to remunerate the employes so far as the Director General may be obligated and charge same to Federal account.

The additional file which you submitted in connection with the case appears to be prepared exhibits and not originals, and I shall therefore hold same in order to complete my file unless it is requested that they be returned.

Sincerely yours,

E.M.Alvord

Mr. J.H. Muir, General Chairman,
Brotherhood of Railway and Steamship Clerks,
306 Cochran Building,
Meridian, Miss.

JWG:IVM

166662

J. H. MUIR, GENERAL CHAIRMAN — H. H. PRECHT, SECRETARY-TREASURER — E. W. OSBORNE, FIRST VICE-CHAIRMAN

Brotherhood of Railway and Steamship Clerks, Freight Handlers Express and Station Employes

AFFILIATED WITH AMERICAN FEDERATION OF LABOR AND SOUTHEASTERN FEDERATION

EXECUTIVE OFFICES:
306-307 COCHRAN BUILDING
MERIDIAN, MISS.

JOINT BOARD OF ADJUSTMENT
MOBILE & OHIO RAILROAD, COLUMBUS & GREENVILLE RAILROAD
MERIDIAN TERMINAL

OFFICE PHONE
2489

DIRECTOR GENERAL OF RAILROADS

Meridian, Mississippi,
February 4th, 1922.

Mr. E. M. Alvord, Asst. to Director General,
United States Railroad Administration,
Washington, D. C.

Dear Sir:-

With further reference to my letter of December 13th, 1921, dealing with the claims of Joe McCafferty, and Columbus Gavin, classed as porters and performing the work of freight handlers, or station house men, at the station house of the Mobile and Ohio Railroad at Reform, Alabama.

The complete file in this case, up to December 13th was forwarded to you by Mr. Wyatt Easterling, therefore, I shall refer to that file and not duplicate unless you desire. I am attaching hereto subsequent files that will bring the matter up to date.

Contained in the original file is a statement made by Mr. C. H. Graham, Agent at Reform, Ala. to the effect that the trucking, storing and handling freight consumes more of their time than all other duties combined, and this has been true of their employment at this station ever since Mr. Graham became Agent at that place, which was during the month of September, 1917, and has continued to date. Mr. Graham further states that these men have been and are now classed as porters.

There is also contained in that file, copies of an affidavit made by Joe McCafferty and Columbus Gavin, which outlines clearly their duties. This affidavit is further substantiated by the above mentioned statement of the Agent.

The Management objected to handling this case with Mr. Easterling and I am attaching copy of memorandum of conference of October 31st, 1921.

This memorandum shows an implied understanding that this case would be handled for adjustment as soon as Mr. Easterling was eliminated.

On December 12th, 1921, as agreed, the writer notified Mr. Norris, Vice-President, that Mr. Easterling was no longer interested in the case and requested advice as to adjustment of the claim.

(#2 - Continued)
to Mr. E. M. Alvord -

It became necessary for the writer to trace Vice-President Norris on December 27th, 1921.

On December 29th, 1921, Mr. Norris gave a decision, not in line with the implied understanding of October 31st, 1921, but a re-iteration of a decision made before the conference of October 31st, 1921 was held.

To this letter of December 29th, 1921 is attached a statement from C. H. Graham, Agent. In this statement, Graham repeats his statement that the trucking, storing and handling freight consumes more of the time of these men than all their other duties combined. In the last paragraph, Mr. Graham qualifies this statement to some extent by stating that trucking, storing and handling freight consumes on an average, three hours per day. This statement is qualified by the further statement that, "The conditions stated in this paragraph are true now and have been during the entire term I have been Agent at Reform with the exception of 1918 and part of 1919."

In this last statement of the Agent at Reform, he does not change his statement made on June 8th, 1921, so far as it affects the Government Control Period.

The fact that a majority of the time of these men was, during 1918 and part of 1919, devoted to trucking, storing and handling freight, is re-iterated by the railroad representatives rather than denied.

Therefore, in accordance with Interpretation No. 8 to Supplement No. 7 to General Order No. 27, which reads,

> Question No. 1 - What method shall be used to determine the proper classification of employees coming under the provisions of Supplement No. 7 to General Order No. 27?
> Decision - Reclassify the position in accordance with the majority of the work regularly performed and apply the proper section or Article of Supplement No. 7."

These men should have been reclassified and classed as Freight Handlers, or truckers, since it is admitted by the Agent that they did devote a majority of their time to this class of work.

Supplement No. 7 to General Order No. 27, Article V reads,

"(a) For all laborers in and around shops, round houses, stations, storehouses and warehouses (except employes provided for in harbor awards), such as engine watchmen and wipers, fire builders, ash pit men, boiler washer helpers, flue borers, truckers, storers, shippers, coal passers, coal chute men, etc., who were on January 1st, 1918, prior to the application of General Order No. 27, receiving less than 19 cents per hour, and to this basic minimum rate, and all hourly rates of 19 cents and above add 12 cents per hour, establishing a minimum rate of 31 cents per hour, provided that the maximum shall not exceed 43 cents per hour."

The above establishes method of payment of time and maximum and minimum rates. When properly classified, these men come within the scope of Article 5 of Supplement No. 7 to General Order No. 27.

It is our contention that these men should be re-classified as and paid as freight handlers effective September 1st, 1918 the effective date of Supplement No. 7 to General Order No. 27 and this rate should apply from that date to Febr. 29th, 1920 the date on which Federal Control terminated.

Interpretation No. 3 to Supplement No. 7 to General Order No. 27 further justifies this claim.

Please review this complete file and advise me your decision. I shall be glad to furnish any further information desired if possible to do so.

Yours very truly,

J. H. Mees

General Chairman.

COPY

MOBILE AND OHIO RAILROAD COMPANY

OFFICE OF VICE-PRESIDENT

Saint Louis, Mo., January 13th, 1922.
114-45

Mr. J. H. Muir,
General Chairman,
BofRy&S/S Clerks, FHE&SE,
Meridian, Mississippi

Dear Sir:

Replying to your letter 10th instant, concerning rates of pay for Porters at Reform, Quitman and Macon, I advise that we do not wish to join you in submission of the matter to the United States Railroad Labor Board.

Yours very truly,

(Signed) E. E. Norris,

Vice-President.

Exhibit No One

J. H. MUIR, GENERAL CHAIRMAN H. H. PRECHT, SECRETARY-TREASURER E. W. OSBORNE, FIRST VICE-CHAIRMAN

Brotherhood of Railway and Steamship Clerks, Freight Handlers Express and Station Employes

AFFILIATED WITH AMERICAN FEDERATION OF LABOR AND SOUTHEASTERN FEDERATION

EXECUTIVE OFFICES:
306-307 COCHRAN BUILDING
MERIDIAN, MISS.

JOINT BOARD OF ADJUSTMENT
MOBILE & OHIO RAILROAD, COLUMBUS & GREENVILLE RAILROAD
MERIDIAN TERMINAL

OFFICE PHONE
2489

Meridian, Mississippi,
January 10, 1922.

Mr. E. E. Norris, Vice-President,
Mobile and Ohio Railroad Co.,
St. Louis, Missouri.

Dear Sir:-

Subject : Rates of Pay, Porters at
Reform, Quitman & Macon.

With reference to your letter of December 29th, file 114-45, on the above subject.

We cannot agree with you in this matter, and will, therefore, desire to submit the question to the United States Railroad Labor Board, in order to have the question of rates from March 1st, 1920 settled for these three points.

Since you are applying neither Decision 147, or the Agreement of April 16th, there is no other course for us.

Please advise me whether or not you will join me in the submission.

Yours truly,

J. H. Muir

General Chairman.

Exhibit No. 3

COPY

MOBILE AND OHIO RAILROAD COMPANY

Office of Vice-President

Saint Louis, Mo., December 29th, 1921.
114-45

Mr. J. H. Muir,
General Chairman,
BofRy&S/S Clerks, FHE&SE,
Meridian, Mississippi

Dear Sir:

Referring to your letter 12th instant - rates of pay Porters at Reform, Quitman, and Macon.

The attachment, in connection with Labor Board Decision 282, Docket 554, is self-explanatory in respect of Reform, and, so far as this Company is concerned, disposes of that question.

My letter addressed to you October 3d is our final decision in each of these cases.

Yours very truly,

(Signed) E. E. Norris,

Vice-President.

Exhibit No. 5

COPY

STATE OF ALABAMA }----
COUNTY OF PICKENS }

I, C. H. Graham, Agent at Reform, Alabama, hereby certify that I made a statement on June 8th, 1921, which read as follows:

"I, C. H. Graham, Agent at Reform, Ala., hereby certify that Joe McCafferty and Columbus Gavin are the only negroes, or laborers, employed at, in or around the station and freight store room at this place; that they and each of them take care of the mail and baggage, clean up the station and storeroom, seal the cars, load and unload local freight, which is to say such as merchandise cars, or parts of cars; and do all trucking, storing and handling in connection therewith; that the trucking, storing and handling freight consumes more of their time than all other duties combined and that this has been true of their employment at this station ever since I became Agent at this place, which began in September 1917, and has continued to date; these men have been and are now classed as Porters."

I further certify that at the time I made the statement above quoted, I considered that the said Joe McCafferty and Columbus Gavin were engaged in trucking, storing and handling freight during the entire time they were in, about or around the freight storeroom whether actually trucking, storing and handling ffeight, or not.

Since making the statement above quoted, I have carefully examined the record of freight trucked, stored and handled, and after careful consideration of all the facts, I find that the said Joe McCafferty and Columbus Gavin do not devote, on an average more than three hours per day each to trucking, storing and handling freight; and their other duties, including cleaning up station and storeroom, caring for mail and baggage, making fires and maintaining them, delivering messages and running other errands, sealing cars, and waiting for instructions, etc., on an average, consumes the remaining time they are on duty. The conditions stated in this paragraph are true now and have been during the entire time I have been Agent at Reform with the exception of the year of 1918 and part of 1919.

Given under my hand at Reform, Ala., this 2nd day of December, 1921.

(Sgd) D. W. Crump
Witness

(Sgd) C. H. Graham,
Agent.

The facts stated by Mr. C. H. Graham, Agent at Reform, Ala., hereon, have been explained to me in detail by him. I have gone over with the record of freight handled at his station and I have questioned employes at this station. I believe this statement to be correct in every particular.

(Sgd) V. J. Thompson,
Train Master.

Exhibit No. 6

J. H. MUIR, GENERAL CHAIRMAN H. H. PRECHT, SECRETARY-TREASURER E. W. OSBORNE, FIRST VICE-CHAIRMAN

Brotherhood of Railway and Steamship Clerks, Freight Handlers Express and Station Employes

AFFILIATED WITH AMERICAN FEDERATION OF LABOR AND SOUTHEASTERN FEDERATION

EXECUTIVE OFFICES:
306-307 COCHRAN BUILDING
MERIDIAN, MISS.

JOINT BOARD OF ADJUSTMENT
MOBILE & OHIO RAILROAD, COLUMBUS & GREENVILLE RAILROAD
MERIDIAN TERMINAL

OFFICE PHONE
2489

Meridian, Mississippi,
December 27, 1921.

Mr. E. E. Norris, Vice-Pres.,
Mobile and Ohio Railroad Co.,
St. Louis, Mo.

Dear Sir:-

Rates of pay - porters.

Please refer to my letter of December 12th on the above subject and advise what will be done toward adjusting the matter of correcting wagesnand paying the back time claimed by the porters at Reform, Quitman, and Macon.

Awaiting your reply, I am

Very truly yours,

General Chairman.

Exhibit No. 7

J. H. MUIR, GENERAL CHAIRMAN H. H. PRECHT, SECRETARY-TREASURER E. W. OSBORNE, FIRST VICE-CHAIRMAN

Brotherhood of Railway and Steamship Clerks, Freight Handlers Express and Station Employes

AFFILIATED WITH AMERICAN FEDERATION OF LABOR AND SOUTHEASTERN FEDERATION

EXECUTIVE OFFICES:
306-307 COCHRAN BUILDING
MERIDIAN, MISS.

JOINT BOARD OF ADJUSTMENT
MOBILE & OHIO RAILROAD, COLUMBUS & GREENVILLE RAILROAD
MERIDIAN TERMINAL

OFFICE PHONE
2489

Meridian, Mississippi,
December 12, 1921.

Mr. E. E. Norris, Vice-President,
Mobile and Ohio Railroad Company,
St. Louis, Missouri.

Dear Sir:-

Subject : Rates of pay - Porters.

In conference with you on October 31st, the case involving proper rates of pay for porters at Reform, Quitman, and Macon was brought up for discussion and disposition.

In the matter of the porters at Reform, Ala., certain features of the claim had been handled by Mr. Wyatt Easterling, Lawyer. Memorandum of this conference shows that I was to have the case withdrawn from Mr. Easterling and as soon as this was done, the matter would be given further attention.

Mr. Easterling is no longer interested in this case and has given me a copy of his letter to you to that effect.

I understood in our conference of the 26th of November that you would give me something on this case, but have not received same as yet.

Will you please advise meas to adjustment of the entire matter.

Very truly yours,

J. H. Muir
General Chairman.

Exhibit No. 8

COPY

- Conference -

RATES OF PAY FOR PORTERS, REFORM, QUITMAN AND MACON

- Present *

BROTHERHOOD OF RAILWAY & STEAMSHIP CLERKS, FREIGHT HANDLERS, EXPRESS AND STATION EMPLOYES:
James H. McNally, Vice Grand Pres't
J. H. Muir, General Chairman

MOBILE & OHIO RAILROAD
E. E. Norris, Vice-Pres.
C. E. Ervin, Gen'l Supt.

Mr. Muir will undertake to have the men employed at Reform withdraw their case from Wyatt Easterling, Lawyer. When that has been done he will handle the case further with us for adjustment.

St. Louis, Mo.,
October 31, 1921.

Exhibit No. 10

J. H. MUIR, GENERAL CHAIRMAN — R. E. PLATT, SECRETARY-TREASURER — E. W. OSBORNE, 1st VICE-CHAIRMAN

Brotherhood of Railway and Steamship Clerks Freight Handlers, Express and Station Employes

AFFILIATED WITH AMERICAN FEDERATION OF LABOR AND SOUTHEASTERN FEDERATION

JOINT BOARD OF ADJUSTMENT
MOBILE AND OHIO RAILROAD, SOUTHERN RAILROAD IN MISSISSIPPI
GULF, MOBILE AND NORTHERN RAILROAD
MERIDIAN TERMINAL

165060

EXECUTIVE OFFICES
305-6-7 COCHRAN BUILDING
MERIDIAN, MISS.

OFFICE PHONE
2489

DIRECTOR GENERAL OF RAILROADS
DEC 14 1921

Meridian, Miss.,
December 12, 1921.

Mr. E. M. Alvord, Asst. to General Director,
United States Railroad Administration,
Washington, D. C.

Dear Sir:-

With reference to your letter of December 7th, addressed to Mr. Wyatt Easterling with reference to claims of Joe McCafferty and Columbus Gavin, classed as porters and performing the work of freight handlers, or station house men at the Stationhouse of the Mobile and Ohio Railroad at Reform, Ala.

I am at present negotiating with the officers of the Mobile and Ohio Railroad Company in an effort to settle this entire matter, and will therefore, request that you hold the file sent you by Mr. Easterling in suspense for a short while pending outcome of present negotiations. Should I be unsuccessful in settling this matter with the railroad officers, I will then handle with you.

Yours very truly,

J. H. Muir

General Chairman.

E&E-11
Joe McCafferty
Columbus Gavin
Reform

December 7, 1921.

Dear Sir:

This will acknowledge receipt of your letter of November 23rd, relative to claim of Joe McCafferty and Columbus Gavin, classed as porters and performing the work of freight handlers or stationhouse men at the station-house of the Mobile and Ohio Railroad at Reform, Alabama.

I note that you have vested your authority for handling the above claim with Mr. J.H. Muir, General Chairman, Brotherhood of Railway Clerks, authorizing and directing him to assume control over the appeal sub-mitted by you under date of October 25, 1921.

Sincerely yours,

E. M. ALVORD

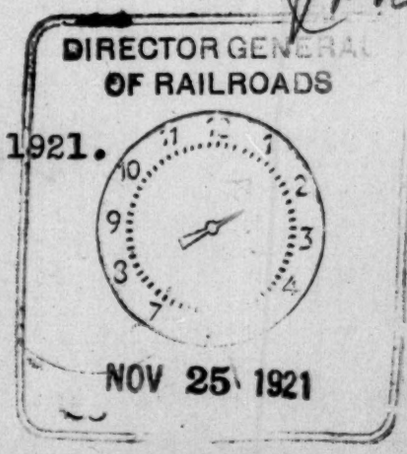
Mr. Wyatt Easterling,
Room 305 Cochran Building,
Corner 8th Street and 23rd Avenue,
Meridian, Mississippi.

JWG:1VM

NOTARY PUBLIC

WYATT EASTERLING
LAWYER
ROOM 305 (THIRD FLOOR) COCHRAN BUILDING
COR. 8TH STREET AND 23RD AVENUE

164427



MERIDIAN, MISS.,
November 23, 1921.

Mr.E.M.Alvord,
Assistant to the Director Genral,
United States Railroad Administration,
Washington,D.C.

Dear Sir,

Acknowledging receipt of yours bearing date November 18, relative to claim of Joe McCafferty and Columbus Gavin,classed as porters and performing the work of freight handlers or stationhouse men at the stationhouse of the Mobile and Ohio Railroad at Reform, Alabama,I note the position of Mr.E.E.Norris,V.P. of the M.& O.R.R. Company,as stated in your letter of that date.

In order that no further delay may surround those men,whose benefits have been wrongfully withheld from them so long,I have this day written Mr.J.H.Muir,General Chairman,Brotherhood of Railway Clerks of this City,authorizing and directing him to assume control over the appeal I submitted to your Department under date October 25,1921 and to appear therein thereafter.

Thanking you for the consideration you have shown me, I am,

Yours very truly,

Wyatt Easterling
Representing Joe McCafferty
and Columbus Gavin

Copy to Mr.E.E.Norris,V.P.,
M.& O.R.R.Co.,St.Louis,Mo.,
Mr.J.H.Muir,General Chairman,
Brotherhood of Railway Clerks,
Meridian,Mississippi.

NOTARY PUBLIC

WYATT EASTERLING
LAWYER
ROOM 305 (THIRD FLOOR) COCHRAN BUILDING
COR. 8TH STREET AND 23RD AVENUE

MERIDIAN, MISS.
November 23, 1921.

Mr.J.H.Muir,General Chairman,
Brotherhood of Railway Clerks,
Meridian,Mississippi.

Dear Sir,

In re: Claim,jointly submitted,of Joe McCafferty and Columbus Gavin classed as porters and performing the work of freight handlers or stationhouse men at the stationhouse of the Mobile and Ohio Railroad Company at Reform,Alabama.

The above matters are now before the United States Railroad Administration,Mr.E.M.Alvord,Assistant to the Director General,on appeal from Mr.E.E.Norris,Vice President of the Mobile & Ohio Railroad Company and Mr.Norris persists in his contention that I have no recognition under the Transportation Act of 1920 and that the said Acts also deprive me of the right to represent said claims insofar as same apply to the U.S.R.R.Administration,although I had been working on same prior to the organization under said Acts.

Inasmuch as Vice Pres.Norris has elected to take that position and inasmuch as those men have been wrongfully deprived of their just benefits too long I,therefore,authorize and direct you to assume control over the appeal and to make such other or further appearances for those men in that behalf as may become necessary or proper. I herewith hand you complete file covering said cause.

Yours very truly,
Wyatt Easterling

Copy to Mr.E.E.Norris,V.P.
M.& O.R.R.Co.,St.Louis,Mo.
Copy to Mr.E.M.Alvord,Ass't to Director General,
Washington,D.C.

Z E38-11

November 18, 1921.

Dear Sir:

This will acknowledge receipt of your letter of November 14, 1921 relative to brief presented by you under date of October 25, 1921 which purported to cover the claim of Joe McCafferty and Columbus Gavin classed as porters and performing the work of freight handlers or station house men at the station house of the Mobile and Ohio Railroad Company at Reform, Alabama.

For your information beg to advise that we have investigated the matter with the carrier and are in receipt of advice under date of November 11th from Mr. E. E. Norris, Vice President, Mobile and Ohio Railroad Company, that the case of the employes in question is also being handled by the Brotherhood of Railway and Steamship Clerks and that the carrier had declined to recognize yourself as representative of these employes.

The Director General cannot consistently entertain claims where a jurisdictional controversy is in process until such time as such controversies may be finally settled. When the question of who actually represents these men is properly straightened out, we will be glad to investigate the matter further.

Sincerely yours,

E. W. A.

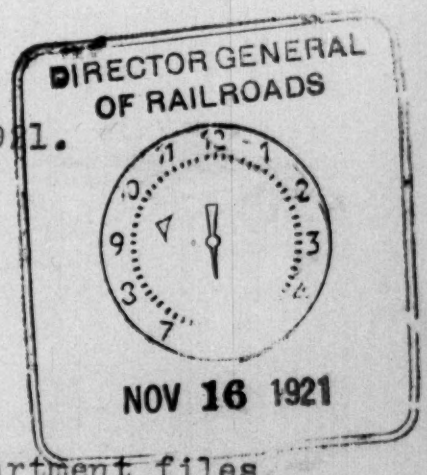
Mr. Wyatt Easterling, Lawyer,
Room 305 Cochran Building,
Corner 8th Street and 23rd Avenue,
Meridian, Mississippi.

JWC:JRG

NOTARY PUBLIC

164104

WYATT EASTERLING
LAWYER
ROOM 305 (THIRD FLOOR) COCHRAN BUILDING
COR. 8TH STREET AND 23RD AVENUE



MERIDIAN, MISS.,
November 14, 1921.

Mr.E.M.Alvord,
Assistant to the Director General,
United States Railroad Administration,
Washington,D.C.

Dear Sir,

Under date October 25th., I mailed to your Department files, in triplicate covering the appeals of Joe McCafferty and Columbus Gavin, jointly presented. Thoe men have been and are employees of the M.& O.R.R.Co., at Reform, Alabama. I have had no acknowledgment of the receipt of those files and I will thank you to indicate to me whether they were received.

This is not intended to worry or hasten you, but if the papers or files weren't received I want to duplicate them.

Thanking you for the consideration you are going to show this request, I am,

Yours very truly,

Wyatt Easterling

Acknowledge to Easterling

Mobile & Ohio Railroad Company

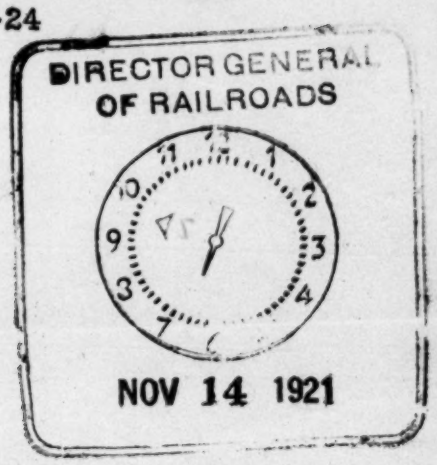
Office of Vice-President

Saint Louis, Mo.

164044

E. E. NORRIS,
VICE-PRESIDENT.

November 11th, 1921.
10-24



Mr. E. M. Alvord,
Ass't to Director General,
United States RR Administration,
Washington, D. C.

Dear Sir:

Referring to your letter 3d instant concerning claim filed by Wyatt Easterling, Attorney, in behalf of Joe McCafferty and Columbus Gavin, Porters, Reform, Alabama.

The Brotherhood of Railway & Steamship Clerks, Freight Handlers, Express & Station Employes has also undertaken to handle this question of adjustment with us. I am enclosing memorandum of conference had with representatives of that organization the 31st ultimo. We have declined to recognize Mr. Easterling as representing these Porters.

For your information, these men have always been carried as Porters which, we contend, is the proper classification for them and in this connection we invite your attention to United States Railroad Labor Board Decision No. 256 (Docket 554).

When the question of who represents these men is properly straightened out I will be glad to communicate further with you on the subject.

Yours very truly,

Vice-President.

(On Southern Ry. No. 35)

-Conference-

RATES OF PAY FOR PORTERS, REFORM, QUITMAN AND MACON

- Present -

BROTHERHOOD OF RAILWAY & STEAMSHIP CLERKS, FREIGHT HANDLERS, EXPRESS & STATION EMPLOYES:
James H. McNally, Vice Grand Pres't
J. H. Muir, General Chairman

MOBILE & OHIO RAILROAD:
E. E. Norris, Vice-Pres't
C. E. Ervin, Gen'l Sup't

Mr. Muir will undertake to have the men employed as Reform withdraw their case from Wyatt Easterling, Lawyer. When that has been done he will handle the case further with us for adjustment.

St. Louis, Mo.,
October 31, 1921

11/30/21 E38-114

November 3, 1921.

Dear Sir:

I have before me letter and brief from Mr. Wyatt Easterling, Attorney, making a claim in behalf of two employes, Joe McCafferty and Columbus Gavin, classified as porters and claiming reclassification and back pay as laborers under Section (a) Article 5, Supplement 7 to General Order 27.

As this claim has apparently been handled with the carrier to a certain degree, will you not kindly investigate same and advise as to the circumstances surrounding same together with any recommendations which you may care to make.

Sincerely yours,

E.M. Alvord

S

Mr. E.E. Norris, Vice President,
Mobile & Ohio Railroad Company,
Fullerton Building,
St. Louis, Mo.

JWG:IVM

Form G-18

FILE NO.

UNITED STATES RAILROAD ADMINISTRATION

DIRECTOR GENERAL OF RAILROADS

SUBJECT:

Grant
Please investigate
with carrier
Allstoll
11/1/21

November 1, 1921.

MEMORANDUM for Mr. Stoll:

Referring to the attached wage claim of Joe McCafferty and Columbus Gavin, classified as porters and claiming reclassification and back pay as laborers under Section (a) Article 5, Supplement 7 to General Order 27 through Counsel Wyatt Easterling:

The entire submission has been thoroughly reviewed and it is concluded t at the employes in question at the point employed are rightfully due compensation and reclassification for the period of Federal control involved. They were and are classified as station porters under Article 6 of Supplement 7 to General Order 27, which is an erroneous classification of this class of employes.

Although the case is appealed to the Administration at this date, it has been carried through successive officials of the carrier in the prescribed manner only being appealed on the occasion of refusal of settlement by various officers of the road.

The claim originated in December 1918 and was first presented to the Division Superintendent of the carrier, thence carried through each successive proper official until finally appealed. It would appear that the counsel has experienced considerable difficulty in prosecuting his case through its successive stages which would account for its being appealed at this date.

Under date of July 12th we advised the counselor that the claim would be investigated if he would furnish sufficient information to enable us to investigate with the carrier. Under date of July 16th he advised this office that in all probability no appeal would be necessary as he thought the carrier would be acquiescent to his claim, in the event, however, that they were not, he desired to know if the methods of procedure of this office were the same inasmuch as this office had advised him previously that counsels were not to submit matters to it so long as they were being handled the carrier, which in our opinion, is a valid reason precluding direct submission prior to July 15, 1920.

An examination of the entire brief submitted by the counsel which is very clear and concise, indicates that the positions in question are undoubtedly improperly classified. The men are classified as station porters.

For ready reference I quote Section A, Article 5 of Supplement 7 to General Order 27:

> "For all laborers employed in and around shops, roundhouses, stations, storehouses, and warehouses (except employees provided for in harbor awards), such as engine watchmen and wipers, fire builders, ash-pit men, boiler washer helpers, flue borers, truckers, stowers, shippers, coal passers, coal chute men, etc., who were on January 1, 1918, prior to the application of General Order No. 27, receiving less than 19¢ per hour, establish a basic minimum rate of 19¢ per hour, and to this

> andic minimum rate of 19¢ per hour and above, add 12¢ per hour establishing a minimum rate of 31¢ per hour, provided that the maximum shall not exceed 43¢ per hour."

It will be seen, therefore, that the section arbitrarily classifies such men as station laborers regardless of their previous designation and classification, inasmuch as the preponderating class of work performed by them determines under what classification they should come. Interpretation 3 to Supplement 7 of General Order 27 covering the question of this classification reads as follows:

> "Question: Do freight house employes formerly paid on a monthly, weekly, of daily rate come under provisions of Article 5 or Article 6 of Supplement 7 to General Order 27?
> "Decision: Article 5 of Supplement 7 to General Order 27 requires that for all laborers employed in and around shops,roundhouses, storehouses and warehouses, etc., there shall be established a minimum and maximum rate per hour. Article 6 of Supplement 7 to General Order 27 provides for all monthly,weekly or daily rated employes not otherwise provided for, a certain increase per month. Therefore laborers in a freight house come within the provisions of Artidle 5 in connection with Article 3 of Interpretation 1 and 2 to Supplement 7 to General Order 27 and their rates of pay are adjusted accordingly."

Your attention isalso called to the following excerpt from Interpretation 8 to Supplement 7 to General Order 27:

> "Question 1: What method shall be used to determine the proper classification of employes coming under the provision of Supplement 7 to General Order 27?
> "Decision: Reclassify the position in accordance with the majority of the work regularly performed and apply the proper section or article of Supplement 7."

It is to be seen, therefore that the employes in question are actually entitled to reclassification and pay retroactive to the effective date of Supplement 7 to General Order 27.

In view of the fact that this case may involve considerable money although from the statement of the Agent under whom they were employed, there is no doubt in the writer's mind that they are improperly classified, believe it would be in line to ask the carrier for their position.

Please let me have your instructions.

J.W. Grant

NOTARY PUBLIC

WYATT EASTERLING
LAWYER
ROOM 305 (THIRD FLOOR) COCHRAN BUILDING
COR. 6TH STREET AND 23RD AVENUE

163221

DIRECTOR GENERAL OF RAILROADS
OCT 28 1921

MERIDIAN, MISS.
October 25, 1921.

United States Railroad Administration,
Mr.E.M.Alvord,
Assistant to the Director General,
Washington,D.C.

Dear Sir;

Joint appeal of Joe McCafferty and Columbus Gavin,classed as porters but performing the work of freight handlers or stationhouse men at the stationhouse of the Mobile & Ohio R.R.Co.,at Reform,Alabama,whereunder they continue to seek re-classification and backtime from the United States Railroad Administration and the Mobile and Ohio R.R.Co.,according to the respective periods of liability therefor,from and since September 1st.,1918,said claims originating under the provisions of Subdivision (a) of Article V of Supplement No.7 to General Order No.27,inclusive of such increases in pay as may have been thereafter granted to such employees.

(The undersigned addressed your Department under dates June 27 and July 16,1921,to which you replied under dates July 12 and July 28,1921,respectively. I had no correspondence with your Department prior to those dates in behalf of those particular men, although in one of my letters I used an expression which was susceptible of that construction,the phraseology not being clear.)

As will be shown from the joint affidavit of those men,appearing first in the file herewith presented,those men began seeking the benefits which should have been applied to their cases during the lat-

ter part of the year 1918 through the Agent at that point first, then through personal conferences with Supt.Pigford,then again through the said Agent,and finally through said Supt.Pigford up until he resigned as Superintendent,which occurred about April, 1920 and who had the matter before him and who had not passed upon their claims. A few months after Supt.Pigford resigned and his resignation had become effective,which is to say during the month of July,1920,those men presented,by letter,their said claims to Mr.Pigford's successor,Mr.J.G.Minniece,a copy of which letter appears in said file.They had not been able to get a decision of any kind during Supt.Pigford's administration. Negotiations with Supt.Minniece were concluded under date August 29,1921.

During the negotiations with Supt.Minniece,he designated Mr. D.F.Rice,Trainmaster of the M.& O.R.R.Co.,at Tuscaloosa,to represent him at a joint investigation which had been agreed upon between the undersigned,as representative of petitioners,and he,the said Supt. Minniece,and pursuant to said agreement the undersigned and Mr.Rice met at Reform,Alabama on June 8,1921 and proceeded to investigate the character of work which those men had performed at the stationhouse at that point and which they were then performing,and after our joint conference with Joe and Columbus and the Agent at that place,Mr.C.H.Graham,the said Mr.Graham,Agent,furnished us a written statement,wherein he undertook to state what kinds of work those men had been and were performing at said stationhouse and the said Mr. Rice and the undersigned each were furnished a copy of said statement. There was never any criticism of the correctness of that statement,of which statement the following is a true and correct copy:

"Reform,Alabama,June 8,1921.
"I,C.H.Graham,Agent at Reform,Alabama,hereby certify that Joe McCafferty and Columbus Gavin are the only negroes,or laborers,employed at,in or around the station and freight storeroom at this place;that they and each of them take care of the mail and baggage,clean up the station and storeroom,seal the cars,load and unload local freight, which is to say such as merchandise cars or parts of cars;and do all trucking,storing and handling in connection therewith;that the trucking,storing and handling freight consumes more of their time than all other duties combined and that this has been true of their employment at this station ever since I became agent at this place,which began in September,1917 and has continued to date;these men have been and are now classed as porters.

C.H.Graham
Agent."

The statement of the above Mr.Graham,Agent,is corroborated and detailed more fully by the joint affidavit of Joe McCafferty and Columbus Gavin and by the other parts of the file of the case herewith presented.

They feel that the following Orders,Supplements,Interpretation and Decisions find direct application to their cause.

Their duties were composite and respectfully direct your attention to that part of INTERPRETATION NO.2 TO SUPPLEMENT NO.4 TO GENERAL ORDER NO.27,which is as follows,to-wit:

"The classification of a composite mechanic shall be based upon the preponderating class of work performed,and the rate of pay shall not be less than the minimum hourly rate of highest rated craft represented in the crafts of which he is the composite." Rendered under date December 17,1918.

The file shows these men handle from 3 to 5 carloads of freight per day,with the exception of Sunday,when no freight is handled. It shows,also,that more of their time is consumed in trucking,handling and storing freight than is consumed in performing all other duties combined and,therefore,they should have been re-classified and at the higher rate of pay under SUBDIVISION (a)OF ARTICLE V OF SUPPLEMENT NO.7 TO GENERAL ORDER NO.27,which provides as follows,to-wit:

"(a) For all laborers employed in and around shops,roundhouses,stations,storehouses,and warehouses(except employees provided for in harbor awards),such as engine watchmen and wipers,fire builders,ash-pit men,boiler washers,helpers,flue borers,truckers,stowers, shippers,coal-chute men,etc.,who were on January 1,1918,prior to the application of General Order No.27,receiving less than 19 cents per hour,establish a basic minimum rate of 19 cents per hour,and to this basic minimum rate,and all hourly rates of 19 cents and above,add 12 cents per hour,establishing a minimum rate of 31 cents per hour,provided that the maximum shall not exceed 43 cents per hour."

The Company refused to re-classify them and increase their rate of pay in accordance with above,but held them to the provisions of Article VI of said Supplement No.7 to General Order No.27 and kept them on a monthly basis of pay,instead of placing them on an hourly basis of pay. The following interpretation of the said Articles V and VI of said Supplement to said Order defines what should have been done,to-wit:

INTERPRETATION NO.3 TO SUPPLEMENT NO.7 TO GENERAL ORDER NO.27.

Washington,January 22,1919.

"Question.- Do freight-house laborers,formerly paid a monthly,weekly, or daily rate,come under the provisions of Article V or Article VI of Supplement No.7 to General Order No.27?

"Decision.- Article V of Supplement No.7 to General Order No.27 required that for all laborers employed in and aroud shops,roundhouses,storehouses,and warehouses,etc.,there shall be established a minimum and maximum rate per hour.

Article VI of Supplement No.7 to General Order No.27 provides for all monthly,weekly,or daily rated employees,not otherwise provided for,a certain increase per month.

"Therefore laborers in a freight house come within the

"provisions of Article V in connection with Article III of Interpretation No.1 and Interpretation No.2 to Supplement No.7 to General Order No.27,and their rates of pay are to be adjusted accordingly.

Walker D.Hines
Director General of Railroads."

The Article III refered to in the above decisions presents the plan under which monthly paid employees will be placed on the hourly basis and furnishes examples of its application.

The following interpretation applies to the whole of Supplement No.7 to General Order No.27,to-wit:

"INTERPRETATION NO.8 TO SUPPLEMENT NO.7 TO GENERAL ORDER NO.27. Washington,March 14,1919.

"Question.- What method shall be used to determine the proper classification of employees coming under the provisions pf Supplement No.7 to General Order No.27?

"Decision.--Reclassify the position in accordance with the majority of the work regularly performed and apply the proper section of article of Supplement No.7."

In conclusion,it is submitted that these men have been wrongfully held out of their proper classification and that they should be sustained in their contention and paid their money,so as to enable them now to satisfy obligations incurred during the peak of high prices.

Yours very truly,
Joe McCafferty
Columbus Gavin
By [signature], Representative.

Copy to
Mr.E.E.Norris,
Vice President,
M.& O.R.R.Co.,
St.Louis,Missouri.

CLAIMS, JOINTLY SUBMITTED, OF JOE MCCAFFERTY AND COLUMBUS GAVIN, CLASSED AS PORTERS BUT PERFORMING THE WORK OF FREIGHT HADLERS OR STATIONHOUSE MEN AT REFORM, ALABAMA, WHEREUNDER THEY CONTINUE TO SEEK RE-CLASSIFICATION AND BACKTIME FROM THE UNITED STATES RAILROAD ADMINISTRATION AND THE MOBILE AND OHIO RAILROAD COMPANY, ACCORDING TO THE RESPECTIVE PERIODS OF LIABILITY THEREFOR, FROM AND SINCE SEPTEMBER FIRST, 1918, SAID CLAIMS ORIGINATING UNDER THE PROVISIONS OF SUBDIVISION (a) OF ARTICLE V OF SUPPLEMENT NO.7 TO GENERAL ORDER NO. 27, INCLUSIVE OF SUCH INCREASES IN PAY AS MAY HAVE BEEN THEREAFTER GRANTED TO SUCH EMPLOYEES.

Reform, Alabama.

We, Joe McCafferty and Columbus Gavin, have been in the service of the Mobile and Ohio Railroad Company, including the period covered by Federal Control, approximately from and since the year 1914 and during the whole of said period our duties have been substantially the same as they are at this time. We have been and are now the only persons at the Station Reform, Alabama, who have done and who now do the labors to be hereinafter set forth. Our principal duty has been and is now to handle freight at and for said station. Without going into minute detail, we state our usual duties to be as follows, to-wit:

We take care of the mail and baggage; clean up the station and storeroom; seal the cars; load and unload local freight, which is to say such as merchandise cars or parts of cars and do all trucking, storing and handling in connection therewith; with the exception of Sundays, we truck, store and handle from 3 to 5 cars of freight per day; the trucking, storing and handling of freight consumes more of our time than all other duties of every kind or character combined and this has been true of our employment at said station since prior to January 1st., 1918 and continuously since that time; whatever trucking, storing or handling of freight may be required of this station in dealing with freight from the

A.T.& N.R.R.Co.,at this place,or in transfering freight to be delivered to the said R.R.Co. is done by us.

We have been and are now the only persons at said station to do this work.

We work 7 days per week and have been and are now paid on a monthly basis and,according to the records of the M.& O.R.R.Co.,as shown by letter from Mr.J.G.Minniece, its Superintendent at Meridian,Mississippi,bearing date February 25,1921,a copy of which will be filed herewith, we were increased from $25.oo per month to $45.oo per month under General Order 27;from $45.oo to $50.oo per month under Supplement No.7;and to $67.34 per month account of Labor Board Decision #2;and classed throughout as Station Porters.

On March 2,1921,Supt. Minniece,as shown by copy of his letter to be presented herewith,explained that we were increased $20.oo under Section F,paragraph 13 of General Order 27,further increased under Article 6 of Supplement #7,later increased under Section 9 of Labor Board Decision No.2.

We believe we should have been re-classified and our compensation increased from that of "Station Porter" to that of Laborer at Station,(Trucker),under and according to the provisions of Subdivision (a) of Article V of Supplement No.7 to General Order No.27 issued under date September 1,1918 and effective from that date and which,according to our humble belief,demanded that we be changed in our classification from porters to the above and that we be changed from a monthly rate of pay to an hourly rate accordingly.

After others doing our kind of work,but at different stations,began to receive their increase in pay and backtime as freight handlers and we had failed to receive ours, we,about December,1918 we requested the Agent at Reform to take the question up for us with the proper

authorities and get our cases considered and ascertain why we were not getting the benefits prescribed and above refered to;during the first half of the year 1919 we had personal talks with Mr.C.A.Pigford,then the Superintendent,and urged him to take our case and get the provisions of said Supplement applied to us;thereafter we again appealed to the Agent at this station to take the matter up for us with the proper authorities and get our cases considered;again during the year 1920 we requested Supt.Pigford to look into our cases and get us the benefits which were being given to others,but at different stations,for the same kind of labor. We never got any satisfaction or consideration that resulted in a decision from any of these efforts and at the time Supt. Pigford resigned,as we understood it, he had our cases under investigation or consideration. We waited awhile and on or about July 31,1920,as will be shown from copy of our letter to be presented herewith,we wrote Supt.Minniece,who succeeded Supt.Pigford,about our many complaints and requested him to take up our cases for consideration and it has been before him since that time.

It has been our information from the Agent at this place and from the former Supt.Pigford that our claims have been in the process of investigation or consideration since the latter part of the year 1918. In June, 1921,Mr.D.F.Rice,M.& O.Train Master from Tuscaloosa, Alabama,as representative of Supt.Minniece,and Mr.Wyatt Easterling,of Meridian,Mississippi,were over here and the Agent at this station and the undersigned made statements covering our employment since the year 1917.

We humbly submit that we are entitled to and should receive the re-classification and the increased pay prescribed under Subdivision (a) of Article V of Supplement No. 7 to General Order No. 27 and such backtime

as may have accrued unto us from and since September 1,1918.

Joe McCafferty

Columbus Gavin

State of Alabama)
County of Pickens)

Personally appeared before me,the undersigned authority in and for above County,in said State,Joe McCafferty and Columbus Gavin,the signed above,known to me to be such persons,who first being by me duly sworn,despose and say that they are acquainted with the contents of the foregoing statement portaining to their services as employees at the station of Reform,Alabama and which statement they have signed and that each and every statement therein made which is made of their personal knowledge is true and such as are made on information they believe to be true,as therein stated.

Joe McCafferty

Columbus Gavin

Given under my and and official seal,this the 20 day of August,1921.

B.J.Bailey (Notary Seal)
Notary Public. (Affixed)

COPY

Reform, Ala., July 31st, 1920.

Mr. J.C. Minniece, Supt.,
Mobile and Ohio Railroad,
Meridian, Miss.

Dear Sir:

With reference to our several complaints of not receiving the raise in salary which was granted us under Article 5 of Supplement 7 to General Order 27.

Under Article 5 of Supplement 7 to General Order 27 we are entitled to 31 cents per hour with back pay from September 1st, 1918. We were allowed only $50.00 per month under Supplement 7 to General Order 27 when we should have been allowed 31 cents per hour with overtime as shown in Article 11(XI). Therefore we are entitled to back pay at the rate of 31 cents per hour with overtime as shown in Article 11 of Supplement 7 to General Order 27 from September 1st 1918 to the present date. At all other stations Truckers and other station employees have received the benefit of the raise in pay granted them under Article 5 of Supplement 7 to General Order 27 therefore we feel that we are entitled to receive the same pay.

For the past year our salary has not been sufficient to enable us to support our families therefore we owe considerable money. We have been expecting to receive the benefit of the raise granted us under Article 5 to Supplement 7 to General Order 27 for almost two years but up to the present time it has not been allowed us. Please advise when we shall receive the benefit ofthis raise and also when we may expect our back pay.

Yours truly,

Columbus Gavin
and
Joe McCafferty, Truckers.

COPY

Brotherhood of Railway and Steamship Clerks
Freight Handlers, Express and Station Employes

Joint Board of Adjustment
Mobile and Ohio Railroad, Southern Railroad in Mississippi
Gulf, Mobile and Northern Railroad
Meridian Terminal.

Meridian, Miss. Oct. 18, 1920.

Mr. Wyatt Easterling, Atty.,

c/o Labor Temple,

Meridian, Miss.

Dear Sir:

Please note attached with reference to back time due Columbus Gavin and Joe McCafferty, of Reform, Ala.

These men are justly due the 31¢ per hour prior to May 1st and 42¢ per hour thereafter. In note that they are only allowed $50.00 per month. Investigation will phows that they have not been allowed the 12¢ under recent award.

These men are not members of our Organization nor or they eligible, therefore, I am handing you these papers in order that you may communicate with them and if arrangements can be made you may handle their case for them.

With best wishes, I am,

Yours truly,

J.H. Muir
General Chairman.

COPY

Reform, Ala., July 31st, 1920.

Mr. J.G. Minniece, Supt.,
Mobile and Ohio Railroad,
Meridian, Miss.

Dear Sir:

With reference to our several complaints of not receiving the raise in salary which was granted us under Article 5 of Supplement 7 to General Order 27.

Under Article 5 of Supplement 7 to General Order 27 we are entitled to 31 cents per hour with back pay from September 1st, 1918. We were allowed only $50.00 per month under Supplement 7 to General Order 27 when we should have been allowed 31 cents per hour with overtime as shown in Article 11. Therefore we are entitled to back pay at the rate of 31 cents per hour with overtime as shown in Article 11 of Supplement 7 to General Order 27 from September 1st 1918 to the present date. At all other stations Truckers and other station employees have received the benefit of the raise in pay granted them under Article 5 of Supplement 7 to General Order 27 therefore we feel that we are entitled to receive the same pay.

For the past year our salary has not been sufficient to enable us to support our families therefore we owe considerable money. We have been expecting to receive the benefit of the raise granted us under Article 5 to Supplement 7 to General Order 27 for almost two years but up to the present time it has not been allowed us. Please advise when we shall receive the benefit of this raise and also when we may expect our back pay.

Yours truly,
Columbus Gavin
and
Joe McCafferty, Truckers.

Copy

WYATT EASTERLING

Mr.J.G.Minniece,Supt.,
Mobile & Ohio Railroad,
Meridian,Miss.

Dear Sir:-

Proper classification and back time claimed by Columbus Gavin and Joe McCafferty,Truckers at Reform,Alabama.

Reference to your files will show that the above claimants have had their applications with and before you for some time,and they have now requested me to represent them further in that behalf. As I understand their employment,they contend that they should be classified and paid under and according to Subdivision "A" of Article 5 of Supplement No.7 to General Order No.27,which became effective on September 1st, 1918,and which reads as follows,to-wit:

"ARTICLE V.- Shop,Roundhouse,Station,Storehouse and Warehouse Employees (Except Employees Provided For in Harbor Awards.)
(a) For all laborers employed in and around shops,roundhouses,station,storehouses,and warehouses (except employees provided for in harbor awards), such as engine watchmen and wipers,fire builders,ash-pit men,boiler washer helpers,flue borers,truckers,stowers,shippers,coal passers,coal chute men, etc.,who were on January 1st,1918,prior to the application of General Order No. 27,receiving less than 19 cents per hour,establish a basic minimum rate of 19 cents per hour, and to this basic minimum rate,and all hourly rates of 19 cents and above,add 12 cents per hour,establishing a minimum rate of 31 cents per hour,provided that the maximum shall not exceed 43 cents per hour."

Under Article 3 of interpretation No.1 to Supplement No.7 to General Order 27,bearing date of November 23rd,1918,the hourly rates are interpreted,and reads as follows,to-wit:

"ARTICLE 111. -Hourly Rates.
The employees coming under the provisions of Articles111, IV, and V of Supplement No.7 to General Order No.27,who were on January 1,1918,prior to the application of General Order No. 27,paid on a basis of 10 hours or more to constitute a day, for whom hourly rates have been established,as per the above specified articles,shall,on and after September 1,1918,the effective date of Supplement No.7,receive one-eighth of the wages received for ten hours of January 1,1918,prior to the application of General Order No.27,as their basic hourly rate, to which shall be added 12 cents per hour,provided the hourly rate thus obtained shall not exceed the maximum rate specified in the respective articles.----------

Example (a): Employees coming under the provisions of Articles III, IV, and V of Supplement No.7, to General Order No.27, on a 10-hour basis, rate $2.50 per day; one-eighth of 250 equals 31.25 cents per hour, adding the increase of 12 cents produces a rate of 43.25 cents under Articles III and IV. Under Article V-(a), the rate would revert to the maximum of 43 cents; under Article V-(b), the rate would revert to the maximum of 40 cents.

NOTE. To determine the hourly rate to be paid employees on the hourly basis and for whom 10 hours or more were the established hours of service, use the method and example (a) of above Article III; for classes specified in Supplement No.7, Articles III, IV, and V, working less than 10 hours, and over 8 hours, one-eighth of the wage received for the number of hours recognized as a day's work."

As I construe the cases of these two claimants the merits of their claims have been clearly and unequivocally adjudicated by and through Interpretation No.3 to Supplement No.7 to General Order No.27, bearing date of January 22nd, 1919, and which reads as follows:

"INTERPRETATION NO. 3 to Supplement No.7 to General Order No.27.

Washington, January 22, 1919.

QUESTION.- Do freight-house laborers, formerly paid a monthly, weekly, or daily rate, come under the provisions of Article V or Article VI of Supplement No.7 to General Order No.27?

DECISION.- Article V of Supplement No.7 to General Order No.27 requires that for all laborers employed in and around shops, roundhouses, storehouses, and warehouses, etc., there shall be established a minimum and maximum rate per hour. Article VI of Supplement No.7 to General Order No.27 provides for all monthly, weekly or daily rated employees, not otherwise provided for, a certain increase per month. Therefore, laborers in a freight house come within the provisions of Article V in connection with Article III of Interpretation No.1 and Interpretation No.2 to Supplement No.7 to General Order No. 27, and their rates of pay are to be adjusted accordingly.

Walker D.Hines,
Director General of Railroads."

There are other provisions and adjudications which bear upon the subject, and which I could quote herein, but I deem it unnecessary, as those to which I have referred clearly interpret the question; however, I will be glad either to write you further or call to see you personally if you so desire.

Thanking you for your usual consideration, and trusting that I may hear from you favorable, I am,

Yours very truly,
Wyatt Easterling."

WE:E COPY

MOBILE AND OHION RAILROAD COMPANY.

Meridian, Miss. Feb 25, 1921-g/r

Backtime Claimed by Porters at Reform.

Mr Wyatt Easterling,
Attorney,
Meridian, Miss.

Dear Sir:-

Your letter. Beg to advise that these men are carried and classified as Station Porters. According to my records their salaries were increased from $25.00 to $45.00 under General Order 27, and to $50.00 under Supplement #7, and to $67.34, account Labor Board Decision #2. As I see it this is what they are entitled to.

Yours truly,

J.G.Minniece
Superintendent."

COPY

Meridian, Miss.,
February 26, 1921.

Mr. J.G. Minniece, Sup't.,
Mobile & Ohio R.R. Co.,
Meridian, Mississippi.

Dear Sir,

In re backtime claimed by Columbus Gavin and Joe McCafferty, your employees at Reform, Alabama, and acknowledging receipt of yours bearing date of yesterday, thee 25, I desire to attempt to meet you on a common interpretation of the rules envolved and inasmuch as I am not able to identify the decision you refer to, with certainty, may I ask you to furnish me ~~with~~ a copy of the decision to which you refer? I will thank you to favor me in that respect, and oblige,

Yours very truly,

Wyatt Easterling.

COPY

MOBILE AND OHIO RAILROAD COMPANY

Meridian, Miss. March 2nd, 1921-g/r

Back time claimed by Porters at Reform.

Mr Wyatt Easterling,
Attorney,
Meridian, Miss.

Dear Sir:-

Your letter Feb 26th. These men were increased $20.00 under Section F, Paragraph 13 of General Order 27, further increased under Article 6 of Supplement #7, later increased under Section 9 of Labor Board Decision No.2.

Yours truly,

J.G.Minniece
Superintendent.

COPY

Meridian, Miss.,
April 23, 1921.

Mr. J.G. Minniece, Sup't.,
c/o M & O.R.R.Co.,
Meridian, Miss.

Dear Sir, In re Columbus Gavin and Joe McCafferty.

Agreeable to our discussion a few days since, I will state that I can meet your representative any day this coming week, except Monday, at Reform, Alabama, to make a joint investigation into the kinds of work, the time they usually devoted to each kind, etc. Please indicate what day will suit you and I will arrange accordingly, and oblige,

Yours very truly,

Wyatt Easterling.

COPY

MOBILE AND OHIO RAILROAD COMPANY

Meridian, Miss. May 2, 1921-m:h
File 19.

Mr. Wyatt Easterling,
305 COchran Bldg.,
Meridian, Miss.

Dear Sir:

Yours of April 23rd in regard to claim of Columbus Gavin and Joe McCafferty.

I cannot tell yet whether anyone can meet you at Reform this week or not, but will advise you as soon as possible.

Yours truly,

J.G. Minniece
Superintendent.

COPY

Tuscaloosa, Ala May 14, 1921
File 28

Mr. Wyatt Easterling,
Attorney at Law,
Meridian, Mississippi.

Dear Sir,

I have a letter from Mr. J G Minniece, our superintendent at Meridian, asking me to meet you at Reform in regard to claim of Columbus Gavin and Joe McCafferty.

Please let me know a day or two ahead when you can be at Reform.

Yours truly,

D F Rice
Train Master.

Copy

Meridian,Miss.,
May 17,1921.

Mr.D.F.Rice,Train Master,
Tuscaloosa,Alabama.

Dear Sir,

I thank you for your favor bearing date May 14,under your file 28. Our Chancery court is in session and it will be a few days before I can get away,but I will give you two or three days,at least,notice.

With kindest regards and best wishes,I am,

Yours very truly,

Wyatt Easterling.

COPY

May 31,1921.

Mr.D.F.Rice,Train Master,
Tuscaloosa,Alabama.

Dear Sir,

Agreeable to my promise under date May 17th.,it will suit me to meet you at Reform,Alabama,to consider the cases of Columbus Gavin and Joe McCafferty on Wednesday,June 8th.,next. If that date will suit you,I will thank you to indicate to me and I will leave here on the train that runs about 8 A.M. from this place. I have been in the Chancery Court at this place,but the court adjourns this week.

With kindest regards and best wishes,I am,

Yours very truly,

Wyatt Easterling

C'y to Mr.J.G.Minniece,Sup't.,
Meridian,Mississippi.

COPY

MOBILE & OHIO RAILROAD COMPANY

Tuscaloosa, Ala. June 2, 1921.

Mr. Wyatt Easterling,
Atterney at Law,
Meridian, Missi

Dear Sir;

I will meet you at Reform on Wednesday June 8th, as per your letter May 31st.

Yours very truly,

D.F Rice
Train Master.

COPY

June 9,1921.

Mr.J.G.Minniece,Sup't,
M & O R R Co,
Meridian,Mississippi. In re Reform,Alabama stationhouse men.

Dear Sir,

Mr.D.F.Rice,T.M.,and the undersigned were in Reform yesterday, the 8th.,and interviewed the Agent at that station,and Joe McCafferty and Columbus Gavin. Within due time,your Mr.Rice will transmit to you the statement made by said agent and concurred in by the claimants. The statement of Mr.Graham,Agent,will be in the following language,to-wit:

"Reform,Alabama,June 8,1921.

I, C.H.Graham,Agent at Reform,Alabama,hereby certify that Joe McCafferty and Columbus Gavin are the only negroes,or laborers, employed at,in or around the station and freight storeroom at this place;that they and each of them take care of the mail and baggage,clean up the station and storeroom,seal the cars,load and unload local freight,which is to say such as merchandise cars and parts of cars; and do all trucking,storing and handling ~~freight~~ in connection therewith; that the trucking,storing and handling freight consumes more of their time than all other duties combined and that this has been true of their employment at this station ever since I became agent at this place,which began in September,1917 and has continued to date;these men have been and are now classed as porters.

C.H.Graham
Agent"

After and following the statement of Mr.Graham,Agent,appears the following:

"We have read above and it is a substantially correct statement covering our employment,this June 8,1921. Truck,store and handle from three to six cars per day in eight hours,including Sunday.

Witness:
L.B.Dunkins

Joe McCafferty
Columbus Gavin."

"Including Sunday" should have been rendered,"We work eight hours on Sunday" but as the shade of the interpretation was not discovered until a copy of the statement signed had been delivered to Mr. Rice and he had left,no attempt was made to make it develope exactly the meaning which was in mind. It is immaterial to the issue anyhow, as is shown by Mr.Graham's statement.

It appears that these men do transfering of lumber at times, which is not refered to in above statement;that Reform is an important feeder for your road and that there is much handling of freight by these men in transfering from your line to the A.T.& N. at that place. I am glad we had~~tha~~ opportunity to go into the facts concerning the question and I will appreciate your advice as to the attitude of your company, when you shall have received report from Mr.Rice and given the situation your customary careful consideration,and oblige,

Yours very truly,
Wyatt Easterling.

COPY

"REFORM, ALABAMA, JUNE 8, 1921.

"I, C H. Graham, Agent at Reform, Alabama, hereby certify that Joe McCafferty and Columbus Gavin are the only negroes, or laborers, employed at, in or around the station and freight storeroom at this place; that they and each of them take care of the mail and baggage, clean up the station and storeroom, seal the cars, load and unload local freight, which is to say such as merchandise cars or parts of cars; and do all trucking, storing and handling in connection therewith; that the trucking, storing and handling freight consumes more of their time than all other duties combined and that this has been true of their employment at this station ever since I became agent at this place, which began in September, 1917 and has continued to date; these men have been and are now classed as porters.----------

C H Graham
Agent"

"We have read above and it is a substantially correct statement covering our employment, this June 8, 1921. Truck, store and handle from three to six cars freight per day in eight hours day, including Sunday.

Witness:
L.B.Dunkins

Joe McCafferty
Columbus Gavin."

COPY

MOBILE AND OHIO RAILROAD COMPANY

Meridian, Miss. June 24, 1921-m:h

File 19.

In re: Reform, Ala., Stationhouse men.

Mr. Wyatt Easterling, Attorney,
305 Cochran Building,
Meridian, Miss.

Dear Sir:

Yours of June 9th on above subject.

I have gone through these papers carefully and regret to advise I do not understand that the men referred to have any claim. They have always been classed as station porters, and, as I understand the various supplements and rulings, they were properly classed as station porters, were given the proper raises and have been properly paid at all times.

Yours truly,

J.G. Minniece
Superintendent.

COPY

June 29,1921.

Mr.J.G.Minniece,Sup't,
M.& O.R.R.Co.,
Meridian,Mississippi.

In re:Reform,Ala.,Stationhouse men.
File 19.

Dear Sir,

Acknowledging receipt of yours of the 24 on above subject. I do not ~~xxxxxxx~~ construe your letter of that date as being an unqualified rejection of the claims of these men and in order to try to get the main features of their cases,which have not heretofore been set forth in my part of the correspondence and to cover the developments at the joint hearing and investigation,as made through your representative,Mr.Rice,I shall feel favored if you will pardon the length of this communication,as I feel that this may prove to be the last opportunity I may have to discuss it with you and knowing that you are prompted and and actuated throughout your dealings by a desire to establish justice in all cases,I do not want us to fail to grasp each other's views thoroughly.

Responding to your suggestion that they,these men, "have always been classed as station porters",permit me to direct your attention to the criterion for determining whether that classification,even though it has always existed,is proper. This criterion is found under INTERPRETATION No.8 TO SUPPLEMENT NO.7 TO GENERAL ORDER NO.27,issued under date MARCH 14,1919,and is as follows:

"Question 1.- What method shall be used to determine the proper classification of employees coming under the provisions of Supplement No.7 to General Order No.27?

Decision.- Reclassify the position in accordance with the majority of the work regularly performed and apply the proper section or article of Supplement No.7."

You will note that the above and established criterion does not exempt the position from re-classification,even though it may have always been classified in a different manner from what it establishes,but it requires a re-classification,when the work regularly performed calls for it. The same criterion has been applied in every relationship of the roads and is so well established from usage there is no argument to the contrary.

The facts characterizing the employment at which these men are and have been engaged ~~xxxxx~~ are as follows:(I will first quote the agent of your company at Reform)

"Reform,Alabama,June 8,1921.

I, C.H.Graham,Agent at Reform,Alabama,hereby certify that Joe McCafferty and Columbus Gavin are the only negroes,or laborers, employed ~~xx~~,in or around the station and freight storeroom ~~xx~~ this place;that they and each of them take care of the mail and baggage,

"clean up the station and storeroom,seal the cars,load and unload local freight,which is to say such as merchandise cars or parts of cars; and do all trucking,storing and handling in connection therewith; that the trucking,storing and handling freight consume more of their time tan all other duties combined and that this has been true of their employment at this station ever since I became agent at this place,which began in September,1917 and has continued to date; these men have been and are now classed as porters.

C.H.Graham
Agent"

You will recall that this statement was executed at the time your said representative,Mr.Rice,and I were there for the purpose of ascertaining the facts concerning the manner in which these men had been and were serving your company. The men,McCafferty and Gavin,both concur in the above statement and there has never been a person,of whom I have heard,who asserts anything to the contrary. The above statement was executed while we,Mr.Rice and I,were there and Mr.Rice was furnished a carbon-original of the statement and heard your agent and those claimants when they talked and discussed the merits of our mission and apprently was satisfied with the correctness of same.

In this connection,I will quote that part of INTERPRETATION NO.2 TO SUPPLEMENT NO.4 TO GENERAL ORDER NO.27,which deals with the criterion established for determining this sort of question:

"The classification of a composite mechanic shall be based upon the preponderating class of work performed,and the rate of pay shall not be less than the minimum hourly rate of highest rated craft represented in the crafts of which he is the composite" That interpretaion was rendered under date December 17,1918.

THIS CASE: THE LAW GOVERNING:

ARTICLE V,SUPPLEMENT No.7 TO GENERAL ORDER NO.27,issued under date September 1,1918.

"(a) For all laborers employed in and around shops,roundhouses, stations,storehouses,and warehouses(except employees provided for in harbor awards),such as engine watchman and wipers,fire builders, ash-pit men,boiler washer helpers,flue borers,truckers,stowers, shippers,coal passers,coal-chute men,etc.,who were on January 1, 1918,prior to the application of General Order No.27,receiving less than 19 cents per hour,establish a basic minimum rate of 19 cents per hour,and to this basic minimum rate,and all hourly rates of 19 cents and above,add 12 cents per hour,establishing a minimum rate of 31 cents per hour,provided that the maximum shall not exceed 43 cents per hour."

The contention of these men is that they should have been classified,rather re-classified at that time so as to place them under the operation of the above Section of said Article.

Their contention is, according to my humble opinion, clearly sustained by the following:

"INTERPRETATION NO.3 TO SUPPLEMENT NO.7 TO GENERAL ORDER NO.27.
Washington, January 22, 1919.

QUESTION.- Do freight-house laborers, formerly paid a monthly, weekly, or daily rate, come under the provisions of Article V or Article VI of Supplement No.7 to General Order No.27?

DECISION.- Article V of Supplement No.7 to General Order No.27 required that for all laborers employed in and around shops, roundhouses, storehouses, and warehouses, etc., there shall be established a minimum and maximum rate per hour.

Article VI of Supplement No.7 to General Order No.27 provides for all monthly, weekly, or daily rated employees, not otherwise provided for, a certain increase per month.

Therefore laborers in a freight house come within the provisions of Article V in connection with Article lll of Interpretation No.1 and Interpretation No.2 to Supplement No.7 to General Order No.27, and their rates of pay are to be adjusted accordingly.

Walker D.Hines,
Director General of Railroads."

The above interpretation distinguishes between Article V and Article VI and places these men under the said Article V.About this, I believe there can be no controversy.

Article lll-HOURLY RATES-of Interpretation No.1 to Supplement No.7 to General Order No.27, above refered to in the Decisions, provides hourly pay and defines the method of computing the rates to govern in cases like this one.

In conclusion, we should take into consideration the undisputed fact that these men devote the larger part of their time to performing those labors defined under said Section (a) of Article V of Supplement No.7 to General Order No.27; that those labors consume more of their time than do all of their other labors combined; that they serve a station which handles a large quantity of local freight, as well as handle all trnsfers to and from your line to that of the A.T.& N. at that point; that the records of freight handled through that freight house, as kept by that office, would show, upon investigation, that if these men weren't above normal in size, health and strength they could not serve your company as effectively and within the time they do. In fact, you should be congratulated upon the fact that two men handle the quantity of freight they do and upon the further fact that notice under Section 312 of the Transportation Act has not been taken of the situation.

As stated to you personally, there has been and is now no claim for any overtime which might have been urged. In that connection, the following will prove to be true, upon investigation:

Columbus Gavin reports for duty either at 6 or 6:30 A.M. and cleans the office and the other parts of the building and remains on duty until the regular quitting time which is about 6 P.M. He puts the office and other parts of the building in shape for business of the day.

Joe McCafferty comes to the station at the same time, but Joe does that of his own accord and even if overtime were being claimed, he could not maintain that part of a claim, for the reason that he reports ahead of time and assists Columbus through voluntary preference and interest in his work.

Neither of them is claiming anything for any overtime and, with the permission of yhur company, they want to continue to discharge the work and their duties as they have heretofore in that respect, but they have a right, I humbly submit, to the re-classification, to relate back to the time and date claimed by them, to-wit: September 1, 1918.

Trusting that this communication, although a little long, will bring us to a clearer understanding and assuring you that this is a question which ought to be handled through you and that, in view of suggestions contained herein and which you will verify by and through your usual channels and that you will advise me that the contentions or claims of these men have been allowed, I am, with kindest personal regards,

Yours very truly,

Wyatt Easterling

P.S. On account of me refering to him, although most respectfully, I am mailing a true copy of the foregoing to Mr.D.F.Rice, Train Master, Tuscaloosa, Alabama.

COPY

August 1,1921.

Mr.J.G.Minniece,Sup't,
M.& O.R.R.Co.,
Meridian,Mississippi.

Your File 19.

In re:Reform,Ala.,Stationhouse men.

Dear Sir,

I am enlsoing herewith copy of letter bearing date July 28th,1921,from Mr.E.M.Alvord,Assistant to the Director General,in which he states it will be satisfactory to the Administration for the question to remain with you.

I feel that I am justified in expecting an early decision in these cases and I will thank you to indicate as early as you can what may be expected.

I trust that it will not be true,but in the event the claim should be declined by you,you will greatly oblige me by furnishing me with copy of the report made by Mr.D.F.Rice,Train Master,on the investigation made by he and the undersigned at Reform,Alabama under date of June 8th.,1921 for my files. I have not been able to find out whether he agreed with your agent's statement covering the employments,or not.

Thanking you for your consideration and for the prompt response I am going to receive,I am,

Yours very truly,

Wyatt Easterling

COPY

June 29,1921.

Mr.D.F.Rice,Train Master,

Tuscaloosa,Alabama.

Dear Sir,

I am handing you herewith a copy of the communication I am today mailing to Mr.J.G.Minniece,Sup't,at this place.

With kindest regards and best wishes,I am,

Yours very truly,

Wyatt Easterling

P.S. Did I furnish you copy of the letter I wrote to him just after we were at Reform? If not,I will do so.

W.E.

COPY

July 12,1921.

Mr.J.G.Minniece,Sup't

M.& O.R.R.Co

Meridian,Mississippi.

In re: Reform,Ala.,Stationhouse men.

File 19.

Dear Sir,

In looking through "Rules for Reporting Information on Railroad Employees togther with A Classification and Index of Steam Railroad Occupations,issued recently by the United States Railroad Labor Board Chicago,and approved by the Interstate Commerce Commission,it occurred to me that under the head "Station, Warehouse and Platform Worker Group" at pages 177 and 178,the scheme of the prior regulations is carried out and might be of interest to you in considering the Reform,Alabama,matters,although I am confident you have concluded or will conclude favorably to those men.

Will you please furnish me a true copy of the report made by Mr.D.F.Rice,Train Master,Tuscaloosa,Alabama,who served as your representative at the time we met at Reform and gathered data touching and covering the work of those men,as I need it to complete my file.

Thanking you for the consideration you are giving above and trusting that I may receive your decision at an early date, I am,

Yours very truly,

Wyatt Easterling

COPY

June 27,1921.

U.S.R.R. Administration

Washington,D.C.

Dear Sir,

I have been and am now handling the claim for two men, classed as porters but doing the work of freight truckers, on the M.& O.R.R.Co and it appears that the Company may declins the contention of these employees. They do not belong to an organization through which they can present their matters. It has been sometime since I received a copy of your regulations governing appeals and procedure and I will thank you to advise me what steps are required now, in event the Superintendent should decide adversely to their claim and I shall appreciate this information at your earliest convenience, and oblige,

Yours very truly,

Wyatt Easterling

Their claim relates back to September 1,1918 and their employment is the same it has been even prior to that date.

COPY

Assistant to the Director General
E.M.ALVORD

UNITED STATES RAILROAD ADMINISTRATION
Director General of Railroads
Washington

July 12,1921.

Dear Sir:

This will acknowledge receipt of your letter of June 27th, relative to claim of two employees of the M.& O. Railroad,who it is claimed are classified as porters and performing the work of freight truckers.

You are advised that claims arising during the period of Federal control and submitted subsequent to July 15,1920 are not being considered at this time,unless there appears some unusual good reason for the claimant neglecting to submit his claim within the time limit above specified.

However,this claim will be investigated,provided you will furnish sufficient information to enable me to take the matter up with the Railroad. It will,therefore,be appreciated if you will furnish a statement of the case,giving the names of the employees in question,their classification on the payrolls of the Company, the class of work actually performed by them,the department in which employed,hours worked and pay received,as well as a full statement of their contentions for back pay,and also reference to the orders which they believe entitle them to higher classification or back pay.

Upon receipt of this information the matter will be investigated,not only to determine the merits of the claim,but also as to whether there appears any reason for now considering the claim, which the employees have neglected to submit within the time specified for the receipt of such claims.

Sincerely yours,
E.M.Alvord

Mr.Wyatt Easterling,
305 Cochran Building,
Meridian,Miss.

COPY

July 16,1921.

Mr.E.M.Alvord
Assistant to the Director General
U.S.Railroad Administration
Washington,D.C.

Dear Sir,

Acknowledging receipt of yours bearing date July 12,which refers to my letter of June 27,I beg to state that what I wanted was to know whether or not there had been any changes in the rules and regulations governing appeals.

Since writing you,it appears probable that no appeal will be necessary,as a fuller investigation,in my judgment,had brought out certain additional facts.

This is not a new claim,but your department had advised me during last year not to submit matters to it so long as they were being considered by the road and in event an agreement should fail to be reached,I shall furnish your department with full copies of the files of my office.

Trusting the above to be satisfactory to you,I am,

Yours very truly,

Wyatt Easterling.

COPY

July 16,1921.

Mr.J.G.Minniece,Sup't
M.& O.R.R.Co
Meridian,Mississippi.

Dear Sir,

Upon looking through my files,I find that during last month I wrote to the R.R.Administration,at Washington,requesting it to advise me whether there were any new regulations governing appeals in cases of back-time or re-classification and incidentally mentioned that I had a case envolving two M.& O. men I might want to appeal. I had overlooked that letter when I was talking to you at the post-office corner a day or two since and in order that you may better understand it,I am enclosing herewith a copy of all correspondence,including copy of the letter I am writing that department today.

Trusting that this clarifies the matter and with kindest regards,I am,

Yours very truly,

Wyatt Easterling.

July 26,1921.

Mr.J.G.Minniece,Sup't,

M.& O.R.R.Co

Meridian,Mississippi.

In re Joe McCaffert and Columbus Gavin,
Reform,Alabama Stationhouse men.

Dear Sir,

As soon as you have definite advice on above claims,please let me hear from you,and oblige,

Yours very truly,

Wyatt Easterling

COPY

Assistant to the Director General
E.M.ALVORD

Washington

July 28,1921.

Dear Sir:

This will acknowledge receipt of your letter of July 16th, relative to back pay claim of two employees of the M.& O.Railroad, who,it is claimed,are classified as porters and performing the work of freight truckers.

I note your statement that it appears probable that no appeal will be necessary as a fuller investigation has apparently brought out certain additional facts,but in the event an agreement should fail to be reached,you will be advised further. This arrangement will be satisfactory to the Administration. However,if it becomes necessary to file a statement in regard to this claim,I will be glad to have you furnish me with full information in regard to any previous correspondence you may have had with this office,as your letter states this is not a new claim and as I am unable from the information this far given to find any record of this claim having been previously submitted.

Sincerely yours,

E.M.Alvord

Mr.Wyatt Easterling,
305 Cochran Building,
Meridian,Miss.

COPY

August 20,1920.

Mr.J.G.Minniece,Sup't,
Mobile & Ohio R.R.Co.,
Meridian,Mississippi.

In re: Reform,Ala.Stationhouse men
Your File 19.

Dear Sir,

In your personal conversation with me a few days ago, you stated you had decided against the claims of the above men Please let me have your decision in the form of a letter,so I may make it part of my office file covering what has transpired between my office and your Department. I will thank you for early consideration of above request,and oblige.

Yours very truly,

Wyatt Easterling

COPY

Note:

The above date should be 1921, instead of 1920 Wyatt Easterling

29

August 29,1921.

Mr.J.G.Minniece,Sup't,
Mobile & Ohio R.R.Co.,
Meridian,Mississippi. In re:Reform,Ala,Stationhouse men
Your File 19.

Dear Sir,

I have not received a reply to my request addressed to you under date August 20,wherein I asked you to give me your decision in writing,for the purpose of showing my files closed with your Department. I understand you will be in your office at this place tomorrow,the 30th.,and in event I do not receive same by that time,it is my intention to release the appeal record of the above on September 1,under the assumption that you intend for your verbal action to be final.

Yours very truly,

Wyatt Easterling

I,Wyatt Easterling,hereby certify that I received no reply to the above and that I have heard nothing at this time,the 1st day of September,1921.

Wyatt Easterling
Att'y for Claimants.

30

I am enclosing copy of agreement having date of April 1, 1921 between the Southern Ry. Co. and its employees represented by their Counsel.

September 1, 1921.

Mr.J.P.Howell,
Sup't of Transportation,
Mobile & Ohio R.R.Co.,
St.Louis, Missouri.

In re: Statienhouse Men, Reform, Ala.
Appeal from Decision of Sup't J.G.
Minniece, of Meridian, Mississippi.

Dear Sir,

I hand you herewith a true and correct copy of the files of my office covering the claims of Joe McCafferty and Columbus Gavin who have been and are now classified as Station Porters, but who have been and are now doing the work of Statienhouse men, which claims have been denied by Sup't J.G.Minniece, Sup't of the Mobile & Ohio R.R.Co., under whose supervision the above employees of his company at Reform, Alabama, come and from whose decision they are appealing to you and they will appreciate as prompt consideration of same as your circumstances will permit.

These claims were so clearly just, they were kept before Sup't Minniece longer than usual. So far as the undersigned has heard, no contention is being made or has ever been made that these men's duties are not correctly set forth over the statement of Agent Graham, Reform, Alabama, which appears at page numbered 14 of the attached record.

After you shall have considered the whole of the file, permit the suggestion that you consider the position of the company as expressed through the letters appearing at pages 4,6, and 15, especially.

Thanking you for the prompt consideration you are going to give this matter and trusting that I may hear from you favorably, I am

Yours very truly,
Wyatt Easterling

COPY

MOBILE AND OHIO RAILROAD COMPANY.

J.P.HOWELL
Sup' of Transportation.

Saint Louis, Mo., September 7, 1921.

Mr. Wyatt Easterling,
Room 305, Cochran Building,
Meridian, Mississippi.

Dear Sir:

Replying to your letter first instant, concerning wage claims of Joe McCafferty and Columbus Gavin, station porters at Reform, Alabama.

These cases are now being handled by the General Representative of that class of employees with officers of this company. In the event of failure to reach a satisfactory agreement, their General Representative has the right to appeal under the provisions of the Transportation Act 1920 to the United States Railroad Labor Board for its final decision.

Yours truly,

J.P. Howell
Supt Transportation.

COPY

Meridian,Miss.,September 9,1921.

Mr.J.P.Howell,
Supt.of Transportation,
Mobile & Ohio R.R.Co.,
St.Louis,Missouri.

In re: Joe McCafferty and
Columbus Gavin,Freight
house men,
Reform,Alabama.

Dear Sir,

Acknowledging receipt of yours of the 7th.,I beg to state that I had a conference with the Representative of the Adjustment Board and I was informed that he does not have anything to do with any of the employees,except those who are members of his Organization and those who have delegated authority to his Organization to represent them,etc.,as per the agreement entered into with your Company in April,of this year. The above men do not belong to the Organization,nor have they delegated ~~the~~ authority to anyone,except the undersigned to represent them and the file will show that I have been handling their claims.

Therefore,I suggest that there is no reason why you should not consider these cases,but in the ~~event~~ you should adhere to the view that you should not do so,please advise me and relief will be sought from a different source,and oblige,

Yours very truly,

Wyatt Easterling.

COPY

MOBILE AND OHIO RAILROAD COMPANY

Saint Louis, Mo., September 14, 1921.hc

Mr. Wyatt Easterling,
305 Cochran Building,
Meridian, Miss.

Dear Sir:

Replying to your letter of September 9th, which has reference to my letter of 7th, relative to wage claims of Joe McCafferty and Columbus Gavin, who are employed as station porters at Reform, Ala.

I regret to advise you that I have no further suggestions to make in connection with this matter.

Yours truly,

J.P. Howell
Supt Transportation.

copy.

Meridian, Miss., September 17, 1921.

Mr. C. E. Irvin, General Sup't.,
Mobile & Ohio R.R. Co.,
St. Louis, Missouri.

Dear Sir,

In re: Claims, jointly submitted, of Joe McCafferty and Columbus Gavin, classed as porters but performing the work of freight handlers or stationhouse men at Reform, Alabama, whereunder they continue to seek re-classification and backtime from the United States Railroad Administration and the Mobile and Ohio R.R. Co., according to the respective periods of liability therefor, from and since September 1st., 1918, said claims originating under the provisions of Subdivision (a) of Article V of Supplement No. 7 to General Order No. 27, inclusive of such increases in pay as may have been thereafter granted to such employees.

The above claims were appealed from the decision of Supt. Minniece to your Mr. J. P. Howell, Sup't of Transportation, St. Louis, under date September 1, 1921 and by the said Mr. J. P. Howell, Sup't of Transportation, finally declined under date September 14, 1921. He did not decline to allow or disallow the claims but refused to consider them. The men do not belong to an organization and the undersigned is the only person to whom they have designated the right to represent them in this matter and I submit to you that it was the duty of Mr. Howell to consider them fully and fairly, but since he refused to do so, it should be done by you.

Trusting that I may hear from you favorably and that you may cause the file to be forwarded to you by your Mr. Howell, who retained the complete file and, further, that you will feel impelled, from the justice of the causes, to require a settlement to be made, I am,

Yours very truly,

C'y to Mr. J. P. Howell,
Sup't of Transportation,
M. & O. R. R. Co.,
St. Louis, Missouri.

Wyatt Easterling.

COPY

MOBILE AND OHIO RAILROAD COMPANY

C.E.IRVIN,
Gneral Superintendent.

Saint Louis,Mo.,

September 19,1921.

Wyatt Easterling,Esq.,

305 Cochran Bldg.,

Meridian,Miss.

Dear Sir,

In connection with your letter of September 17th with reference to pay of porters at Reform,Alabama.

I must advise that you are in error as to these men not being represented by J.H.Muir since I had assurance from Mr.Muir that he held power of attorney of am majority of that class of employes empowering him to represent them and as a matter of fact Mr. Muir has handled with me the question of the rate of pay applicable to the porters at Reform,Ala.

Yours truly,

C.E.Irvin

General Superintendent.

COPY

Meridian, Miss., September 21, 1921.

MR. E. E. Norris, Vice President,
Mobile & Ohio R.R. Co.,
St. Louis, Missouri.

Dear Sir,

In re: Claims, jointly submitted, of Joe McCafferty and Columbus Gavin, classed as porters but performing the work of freight handlers or stationhouse men at Reform, Alabama, whereunder they continue to seek re-classification and backtime from the United States Railroad Administration and the Mobile & Ohio R.R. Co., according to the respective periods of liability therefor, from and since September 1, 1918, said claims originating under the provisions of Subdivision (a) of Article V of Supplement No. 7 to General Order No. 27, inclusive of such increases in pay as may have been thereafter granted to such employees.

The above claims were appealed from the decision of Supt, Minniece to your Mr. J. P. Howell, Sup't of Transporation, St. Louis, under date September 1, 1921; again appealed from the decision of your Mr. J. P. Howell, Sup't of Transporation, to your Mr. G. B. Irvin, Gen'l Sup't, St. Louis, under date September 17, 1921, who, under date September 19, 1921, says, in part: "I must advise that you are in error as to these men not being represented by Mr. J. H. Muir since I had assurance from Mr. Muir that he held power of attorney of a majority of that class of employes empowering him to represent them and as a matter of fact Mr. Muir has handled with me the question of the rate of pay applicable to the porters at Reform, Ala."

The above position of Mr. Ervin is not acceptable. The undersigned has represented these men all along in these claims, by written appointment, and I do not know of any rule or law that will force them to surrender their selection. Those men, therefore, through the undersigned as their representative, appeal to you to read, consider, approve and allow their respective claims, as shown by the complete file furnished to your Mr. J. P. Howell and by him, I presume, transmitted to your Mr. Ervin, from whose department you may may procure same.

As I understand it, you are the last appellate officer of the M.& O. R.R.Co., to whom these cases can be presented and upon your rests the question of whether the rights of these men will be respected by your Company, both in its individual and representative capacities. If you should consider these cases, I state without fear of contradiction you will find them to be the clearest and cleanest cut cases you have ever had to come under your observation. Only one reason, not reason but excuse, can be offered for not allowing them, namely: Notwithstanding the preponderating duties regularly performed by them, they never have been classified higher than station porters and I might suggest that if Section 312 of the Transportation Act of 1920 means anything at all, then your Company has violated it every day that law was effective.

Trusting that you will let the above matters have your personal and prompt attention and that you will advise me promptly of your intention in the matter, I am,

Yours very truly,

Wyatt Easterling
Representative of and for Joe McCafferty and Columbus Gavin.

C'y to Mr.C.E.Ervin, Gen'l Supt., St.Louis, Mo.

COPY

MOBILE & OHIO RAILROAD COMPANY
LAW DEPARTMENT

Saint Louis, Mo., September 30, 1921.

Mr. Wyatt Easterling,
Cochran Building,
Meridian, Mississippi.

Dear Sir,

Your letter of the 21st instant to Mr. Norris with reference to claims of Joe McCafferty and Columbus Gavin has been referred to me for reply.

We cannot settle the question of authority of yourself or Mr. Muir to represent these men, and we cannot handle the matter with both you and Mr. Muir. It is a fact, we believe, that Mr. Muir represents truckers, freight handlers, etc., and these men claim that they are in that class. The generally accepted construction of the Transportation Act of 1920 is that the selected representatives of any class shall handle grievances of all members of that class and complaints of all persons that they are erroneously classified in other classes.

Yours very truly,

Carl Fox
General Solicitor.

CF/H

COPY

Meridian,Miss.,October 4,1921.

Mr.Carl Fox,General Solicitor,
Mobile & Ohio R.R.Co.,
St.Louis,Missouri.

Dear Sir,

I acknowledge receipt of yours bearing date September 30th, 1921,which you state is in reply to my letter bearing date September 21,1921,and addressed to Mr.E.E.Norris,he having referred my letter to you for reply.

At the time I was employed by Joe McCafferty and Columbus Gavin,employees of your road at Reform,Alabama,Mr.Muir was not representing men in the line of work being done by McCafferty and Gavin and,as I recall it,it was about April,of this year,1921,before your company held the conference in which it was agreed that such employees as I had been,was then and now am representing should be handled by him. Bear in mind,please,that these claims of the above men arose during 1918 under the Railroad Administration,long before the Transportation Act of 1920 was even passed.

A consideration of the file I mailed to your company's officials in St.Louis,will show that I worked hard with your Supt.Minniece, at this place and on the above claims during and during that time your Supt.Minniece even appointed a representative for himself to meet me in Reform,Alabama and jointly investigate the kind of work these men had been performing since and before September 1,1918 and which they had continued to perform to the time of our investigation,and since then it has been the same. His representative and I made the joint investigation and submitted the finding to Mr.Minniece,a copy of which,in the form of a certificate from your Agent at that place and concurred in by those men,is to be found in the file I sent to the St.Louis office of your company and to which I referred hereinabove.

The only effect your position could have,if your position is maintainable at all,would be to force me to separate the Railroad Administration's part from the part against your company and propound separate claims and,as it appeals to me,in event the last resort to which this matter is going to be carried should decide that it has no jurisdiction to adjudicate the part of the claim which applies only to your company,most certainly it would adjudicate the first part of the demand,which is to say it would adjudicate the Railroad Administration's part and dismiss the other part without prejudice to the rights of those men against your company. I do not anticipate that view will be or is probable.

I am mailing copy of this communication to Mr.E.E.Norris and I shall expect him, either personally or through you or some authorized person, to indicate promptly whether he is going to take notice of the above claims and render his decisions thereon. In event I do not hear from him, or from you for him, by the 15th of this month, I will construe such silence to mean his refusal to entertain the above claims and shall seek some other recourse; although I assure you that it is my preference to conclude the matter, if possible, with some officer of the Mobile & Ohio R.R.Co. I was exceedingly patient with the Superintendent and dealt with the other officers af your company as long as their attitudes would permit.

Awaiting a prompt reply, indicating what may be expected in the above matters from your Vice President, Mr. Norris, I am,

Yours very truly,

Wyatt Easterling
Representative.

COPY

Mobile & Ohio Railroad Company
Office of Vice President
Saint Louis, Mo., October 6th, 1921.

Mr. Wyatt Easterling,
Attorney at Law,
Cochran Building,
Meridian, Mississippi.

Dear Sir,

I have your letter of the fourth instant regarding claims of Joe McCafferty and Columbus Gavin, porters at Reform, Alabama.

Your letter of September 21st, 1921 was referred to General Solicitor Fix for answer, and he replied on September 30th. I enclose a copy of Mr. Fox's letter. Possibly the original went astray.

Yours truly,

E. E. Norris
Vice President.

Copy

(Note: Mr. Cox's letter has already been incorporated in this file and for that reason it will not be recopied at this place.)

MOBILE & OHIO RAILROAD COMPANY
Law Department

Saint Louis, Mo., October 14th, 1921.

Mr. Wyatt Easterling,
Cochran Building,
Meridian, Mississippi.

Dear Sir:

Answering your letter of the fourth instant regarding the claims of Joe McCafferty and Columbus Gavin:

I regret very much the apparent conflict in the representation of these employees, but I ~~xxxxxxxx~~ can add nothing to what I said in my letter of September 30th.

As a matter of fact, it is not thought that there is any merit in the claims of these employees.

Yours very truly,

Carl Fox
General Solicitor.

CF/h

COPY

Reform, Ala., September 13th, 1920

Mr. J.H. Muir,
General Chairman Brotherhood of Railway Clerks,
Meridian, Miss.

Dear Sir,

We are enclosing herewith a copy of our letter to Superintendent Minniece dated July 31st which is self explanatory. We have heard nothing from Mr. Minniece only through the Agent at this Station who informed us that he had received instructions from Mr. Minniece to inform us that our complaint would be investigated.

Our principal duty at this station is trucking freight as we truck the freight from ## 3 to 5 cars of Merchandise each day. We have repeatedly requested former Superintendent Pigford and the Agent at this station to allow us the benefit of the raise granted us under Article 5 of Supplement 7 to General Order 27 but can get no satisfactory information whatever.

We are sending you these papers and are asking you to help us in this matter because we feel that you want justice done to each employee under the protection of your order either directly or indirectly. We cannot remain in the service of the Mobile and Ohio Railroad unless we receive sufficient salary to enable us to support our families. Wont you please handle our case for us and see that we get some kind of satisfaction.

Yours truly,
Columbus Gavin, Trucker.
Joe McCafferty, Trucker.

Copy

Meridian, Miss., October 20, 1921.

Mr. Carl Fox,
General Solicitor,
M. & O. R. R. Co.,
St. Louis, Missouri.

In re: Claims of Joe McCafferty and Columbus Gavin, Reform, Alabama.

Dear Sir,

Acknowledging receipt of yours bearing ~~date~~ October 14, last, which I received on last Monday morning, the 17, I beg to advise that the claims of these men are being perfected for appeal to the United States Railroad Administration, Washington, D.C., and your Mr. E. E. Norris, Vice President, will be furnished copy of the letter and brief which will be forwarded as soon as prepared.

Inasmuch as I do not recall that your department of the railroad company is given authority to pass upon questions of the character envolved in the above claims, and in order to give your said Mr. Norris an opportunity either to adopt or repudiate your disposition of the questions, I am mailing to said Mr. Norris a copy of this letter and hereby request him to make such objections, if any he entertains thereto, promptly upon receipt of his copy of this letter.

Thanking you for the consideration you have shown the above, I am,

Yours very truly,

Wyatt Easterling.

COPY

NOTARY PUBLIC

WYATT EASTERLING
LAWYER
2212 1-2 FOURTH STREET
LABOR TEMPLE

160158

DIRECTOR GENERAL OF RAILROADS
JUL 18 1921

MERIDIAN, MISS.
July 16, 1921.

Mr.E.M.Alvord
Assistant to the Director General
U.S.Railroad Administration
Washington,D.C.

Dear Sir,

Acknowledging receipt of yours bearing date July 12, which refers to my letter of June 27, I beg to state that what I wanted was to know whether or not there had been any changes in the rules and regulations governing appeals.

Since writing you, it appears probable that no appeal will be necessary, as a fuller investigation, in my judgment, has brought out certain additional facts.

This is not a new claim, but your department had advised me during lasy year not to submit amtters to it so long as they were being considered by the raad and in event an agreement should fail to be reached, I shall furnish your department with full copies of the files of my office.

Trusting the above to be satisfactory to you, I am,

Yours very truly,

Wyatt Easterling

E38-14

July 12, 1921.

Dear Sir:

This will acknowledge receipt of your letter of June 27th, relative to claim of two employees of the M. & O. Railroad, who it is claimed are classified as porters and performing the work of freight truckers.

You are advised that claims arising during the period of Federal control and submitted subsequent to July 15, 1920, are not being considered at this time, unless there appears some unusual good reason for the claimant neglecting to submit his claim within the time limit above specified.

However, this claim will be investigated, provided you will furnish sufficient information to enable me to take the matter up with the Railroad. It will, therefore, be appreciated if you will furnish a statement of the case, giving the names of the employees in question, their classification on the payrolls of the Company, the class of work actually performed by them, the department in which employed, hours worked and pay received, as well as a full statement of their contentions for back pay, and also reference to the orders which they believe entitle them to higher classification or back pay.

Upon receipt of this information the matter will be investigated to determine the merits of the claim, but also as to whether there appears any reason for now considering the claim, which the employees have neglected to submit within the time specified for the receipt of such claims.

Sincerely yours,

EHA

Mr. Wyatt Easterling,
305 Cochran Building,
Meridian, Miss.

JLM-ts

NOTARY PUBLIC

WYATT EASTERLING
LAWYER
[redacted]
305 COCHRAN BLD'G
MERIDIAN, MISS.

150491

DIRECTOR GENERAL OF RAILROADS
JUN 29 1921

June 27,1921.

U.S.R.R.Administration

Washington,D.C.

Dear Sir,

I have been and am now handling the claim for two men, classed as porters but doing the work of freight truckers, on the M.& O.R.R.Co and it appears that the Company may decline the contention of those employees. They do not belong to an organization through which they can present their matters. It has been sometime since I received a copy of your regulations governing appeals and procedure and I will thank you to advise me what steps are required now, in event the Superintendent should decide adversely to their claim and I shall appreciate this information at your earliest convenience, and oblige,

Yours very truly,

Wyatt Easterling

Their claim relates back to September 1,1918 and their employment is the same it has been even prior to that date.

Form R R A 10 H

UNITED STATES RAILROAD ADMINISTRATION

COLORED EMPLOYES

FILE NO. G-38-11

SUBJECT: EMPLOYES-- COLORED-- Correspondence concerning General Wage Increases granted by Government to Railroad Employees.

Volume No. 3

From 4-1-19

To

DIVISION OF LABOR

E-38-19

64-5-12
DIVISION OF LABOR.

FEB 12 1919

Greenville S.C.
302 Rail Road St.
Feb. 10, 1919

Mr. W. D. Hines.

Dear Sir:—

I want to ask you a little implemation about this persennage between the colored firmons and the white. they is working persennage we want to know is it any persennage the colored firmons is working on the base of 45 persennage and the white 50 persenn and we colored firmons want to ask you is it any persennage at all if it is will you please write and let us know us colored firmons helt the runs down dewing the rush when the white firmons was walking about and now they trying to work 50 persennage.

yours truly.

G. Scott.
E. N. King.
W. R. Ross.
B. L. Hargray.
L. J. Garlton.
H. R. Free.

65512

February 12, 1919.

Dear Mr. Hargray:-

I am acknowledging in behalf of the Director General your letter of February 10th, relative to wages of colored firemen.

This is a matter coming under the jurisdiction of Mr. W. S. Carter, Director, Division of Labor, to whom I am referring your letter with request that he furnish you with desired information.

Sincerely yours,

Assistant to the Director General.

Mr. B. L. Hargray,
302 Railroad Street,
Greenville, S. C.

Y-2MD

April 1, 1919.

File E-38-11

Mr. G. Scott,
302 Railroad Street,
Greenville, S. C.

Dear Sir:

This will acknowledge receipt of your letter of February 10, addressed to the Director General and referred to this Division for reply, with reference to the operation of percentage rate of pay as between colored firemen and white.

The percentage system of paying firemen is covered not by wage orders but by agreements and schedules in effect between the railroads and the Brotherhood of Locomotive Engineers.

I understand that on certain roads in the South, white firemen are paid on percentage, and that colored firemen are paid on percentage also, but there is no standard rule covering this; the rules, regulations and schedules in effect on the different roads obtaining.

Yours truly,

J. A. FRANKLIN

7-MBB

E-38-1

Office of Director General of Railroads
APR 4 1919

86153

Jackson, Miss., March 21, 1919.

DIVISION OF LABOR

Mr. Walker D. Hines,
Director General of Railroads,
Washington, D. C.

APR 5 1919

Dear Sir:-

We, the undersigned Porters, now working for the New Orleans and Great Northern Railway Company, operating a line of railway from the City of Jackson, Mississippi, to the City of New Orleans, Louisiana, most respectfully address this communication to you. We do not understand whether or not we are entitled under General Order No. 27, entitled Wages of Railroad Employees, also Interpretation No. 1 to Supplement No. 8 to General Order No. 27, dated Washington, D. C., November 23, 1918. We are receiving only $71.50 per month, with no allowance for over time, although the Interpretation No. 1 sets forth that eight consecutive hours exclusive of the meal period shall constitute a day's work. Some of us work from one to [redacted] hours over time each day.

We most reppectfully state that we are not in any way dissatisfied with the work that we are now performing or the persons under whom we are working or the manner of operating the railroads. If we are entitled to the over time and increase pay we would like, of course, to receive it, if not we have no right to complain.

Most respectfully submitted,

A. R. Frazier. A. Lightfoot

T. J. Mock.

[redacted]

Robert Burns

Ed Frazier

Charles Ventress

Jack. Edwards

address T. J. Mock
#531 Pondexter St Jackson Miss.

86153

April 4, 1919.

Dear Sir:

I am acknowledging for the Director General letter dated March 21st. signed by yourself and other porters on the New Orleans & Great Northern Railroad, requesting information with regard to the rate of pay you should receive.

This letter is being referred to Mr. W. S. Carter, Director, Division of Labor, for consideration.

Sincerely yours,

(Signed) M. B. C.

Mr. T. J. Mack,
531 Pendexter Street,
Jackson, Miss.

C-W

April 7, 1919
File E-38-11

Mr. T. J. Mack,
531 Pondexter St.,
Jackson, Miss.

Dear Sir:—

This will acknowledge receipt of your letter of March 21st, addressed to the Director General and referred to this Division, in reference to the rate of pay applicable to you and your associates as porters of the NO&GN Railroad.

I attach hereto copy of Supplement No. 7 with Interpretations Nos. 1 and 8 thereto, and should any injustices or misapplications of the wage orders arise, I would suggest that you endeavor to adjust the matter personally with your superior officer in the employ of the railroad; failing a personal settlement, that the matter be handled thru your organization, if you belong to an association of railroad employes. Should you not belong to an association of this kind, then I would suggest that a joint statement of facts be prepared in accordance with the provisions of Supplement No. 8, copy attached, such statement to be signed by you or your representatives, as well as by the railroad officials, and forwarded to this office, upon receipt of which the matter will have prompt attention.

Yours very truly,

J. A. FRANKLIN

7-LPS

E-38-11

DEPARTMENT OF LABOR
OFFICE OF THE SECRETARY
WASHINGTON

February 3, 1919

Mr. W. S. Carter
Director, Division of Labor
U.S.Railroad Administration
Washington, D. C.

My dear Mr. Carter:

Enclosed please find a petition from Negro workmen in the Missouri Pacific shops at Sedalia, Mo. Will you kindly give this such investigation and action as your Honorable Board deems best.

Yours very respectfully,

George E. Haynes

Director of Negro Economics

H/EL

1 enclosure

LABOR
FEB 4 1919

P

E-38-1

LABOR

Sedalia Mo., Jan. 28, 1919.

Hon. George E. Haynes,
Director of Negro Economics,
Office of the Secretary
Washington, D.C.

FEB 4 1919

Dear Sir:

We the colored men of the Mechanical Missouri Pacific shops, Sedalia Mo., beg lief to present you the following petition.

We that are helpers on machines in the above named shops, considering the knowledge and responsibility necessary to be the same, are actually receiving less pay than the men who do the rough work for the Store Department, holding jobs of far less responsibility. They are receiving $.4I on-half per hour. Even the men who load and unload wheels receive $.45 per hour, while we machine helpers receive $.39 onehalf per hour only, when we ought to be receiving the minimum guaranted rate of $.45 per hour, the same as machinist helpers.

The wheel pressman, who has been steadily in service for II years, who has the inspection of wheels, mounting of engine trucks tanks and passenger steel wheels, the stenciling of Company numbers on all steel wheels as well as stenciling all new axles, the keeping of the wheel record of the wheel department; making daily reports of the machines, of which there are seven, but six in actual use, making out Monthly Store Orders and at times doing press work on odd jobs for the Construction Gange, with all these responsibilities he is receiving only 48 cents per hour.

We have been informed by some white machinist, friends of ours that according to one of the Circulars, number 63 or 64, also according to Supplement 4 to the General Order number 27; a man who has operated a machine constantly for 5 or more years is entitled to mechanical wages, so declared Mr. W. G. McAdoo in the above named circular.

A colored wheel pressman, who operates the wheelpress at the M. K. and T. railroad shops of this cityl who has not one half the work to do nor the responsibility, receives 68¢ per hour and his helpers 45¢ per hour.

It appears to us that railroads under Government control should have even wage for the same class of work, still there may be a point we do not see clearly.

Now we have liberally contributed to the Red Cross, United War Fund and Liberty Loan Bonds. Without envy, malice or grudge without any ill that would tend to deter the duties which uphold the banner and honor of our Government during this peril; but with

ever muscle in our bodies with push and vim we are still determined to do with our might all we can for Democracy of Right and Justice.

We ask this not to gouge the government but the better to support ourselves and families during the high cost of living, to be enabled to live in sanitation to contribute to the distressed and to continue to be moral, upright and honest citizens.

Therefore, we the colored men of the Mechanical Department do hereby appeal through you to the "Board of Working Condition, U.S. Railroad Administration", asking for machinist helpers wage, the minimum rate at 45¢.

And for the wheel pressman, the same wage that is in accordance with the leading wheel pressmen, who have the inspection and wheel record keeping under Govenment control, 68¢ per hour, as the Board may direct or in accordance with the provision of Director under whom we come. That we are not unionized due to our verbal application to the Machinist Helpers being turned down on account of our race.

We also ask for the same considerations as Specialist and Helpers received, which was rectroactive from January Ist. 1918, and ask for protection in the maintenance of our jobs if we are given our rightful wage.

We also ask when one is off duty at any time, that his vacancy shall be filled until his return by a man furnished from the laboring gang of the mechanical department, so that one man already engaged will not have two jobs on hand at once which is duly bound to delay some machine.

Hoping we will be rightly understood and praying for a Just and fair consideration at your hands and hands of the Board of Working Condition, United States Railroad Administration, we remain loyally,

Signed

W. J. Glass	Fire lathe helper,	803 N. Moni
Geo Rucker	Axle " "	308 W. Hen
Leonard Foster	2nd Wheelpress "	2013 S. Ohi
Alonzo Hayden	Ist. " "	201 E. Ham
W. P. White	Wheel-pressman(Inspector and Record Keeper)	

* S. G. Scoggins

HG

Respectfully,

W. Livingston White Chairman

713N. Lamine St.

April 7, 1919.

File E-38-11

Mr. D. Livingston White,
713 North Lamine St.,
Sedalia, Missouri.

Dear Sir:

This will acknowledge receipt of your communication of January 28th, addressed to the Director of Negro Economics, Department of Labor, with reference to the rate of pay received by colored men in the employ of the M. & P. Mechanical Department.

I attach hereto a copy of General Order No. 27, Supplement No. 4 and No. 7 thereto, and all addenda and interpretations to the General Order and the supplements, and if you find that there are any injustices in or misapplications of any of the wage orders in question, I would suggest that they endeavor to adjust the matter personally with their superior officer in the employ of the railroad, and failing a personal settlement, that the matter be handled through their organization; should they not belong to one, I would suggest that a joint statement of fact be prepared in accordance with the provisions of Supplement No. 6 to General Order No. 27, copy attached, and upon receipt of such a statement in this office, the matter will have prompt attention, and an adjustment be effected.

Very truly yours,

J. A. FRANKLIN

Encs.
7-eg

E-38-11

Jackson Miss Mch 31st, 1919

Mr W S Carter
Director of Division of Labor.,
Washington DC

Dear Sir,-

We, the undersigned Porters, now working for the NewOrleans & Great Northern Railway Co, operating a line of railway from the City of Jackson , Mississippi to the city of NewOrleans Louisiana, most respectfully address this communication to you. We do not understand whether or not we are entitled to under General Order No. 27, entitled Wages of Railroad employees also interpretation No. 1 to Supplement No. 8 to General Order No 27 dated Washington D.C., November 23,1918. We are receiving $71.50 per month with no allowance for overtime, although the interpretation No.1 sets forth that eight hours exclusive of of the meal period shall constitute a day's work. Some of us are work from One to Eight hours over time each day.

We most respectfully state that we are not in any way dissatisfied with the work that we are now performing or the persons under whom we are working or the manner of operating of the railroads, If we are entitled to the over-time and increase pay would like of course to receive it, if not we have no right to complain.

Most respectfully submitted.

J. H. Mack.
Alston Constance
E. E. Frazier
A. R. Frazier
John Pope
A. Lightfoot.
H. Bellas
address #1-31 Pondexter
Sta Jackson Miss
J. H. Mack.

DIVISION OF LABOR

APR 7 1919

April 9, 1919.

File R-38-11

Mr. T. J. Mask,
531 Pemdexter St.,
Jackson, Miss.

Dear Sir:

This will acknowledge receipt of your communication of the 31st ultimo, addressed to Mr. W. S. Carter, with reference to the rate of pay and hours of service applicable to porters.

I am attaching hereto a copy of Supplement No. 7 to General Order No. 27 and Interpretations Nos. 1 and 8 thereto, and if there are any injustices in or misapplications of these wage orders, I would suggest that you endeavor to adjust the matter personally with your superior officer in the employ of the railroad, and failing a personal settlement, that the matter be handled thru your organization; should you not belong to one, I would suggest that a joint statement of fact be prepared, in accordance with the provisions of Supplement No. 6 to General Order No. 27, copy attached, upon receipt of which in this office, the matter will have further attention.

Very truly yours,

J. A. FRANKLIN

Encs.
7-cg

FORM 16

82688

UNITED STATES RAILROAD ADMINISTRATION

DIRECTOR GENERAL OF RAILROADS

LOUISVILLE & NASHVILLE RAILROAD

E-38-17

Office of Director General of Railroads
MAR 18 1919
DIVISION OF LABOR
MAR 18 1919

IN YOUR REPLY REFER TO DATE AND FILE NO.

Albany Ala 3-15-19

Mr W. H. McAdoo.

Dear Sir As I have had Communication With you through the mail, Later Date than this, Knowing you have Retired from your office as Dirc General of railroad,

that I am duely to some Extent humble to some entents and that is this as I first Stated to you My a capation and to the rates of pay I was retrieving for the work I was doing as pay for a wheel Pull man.

I am sure the Company wants there Work as fallows done as Chep as fesiable I dear not dare to Complain on there part I cannot fault them for a thing of that Kind,

That I will say According to the Cycle time same as you sent me a Copy of ord No 4 aplied to Genral order No 27. they haveant Paid us according to the ord since they have ben Distributed in the far South Especialy in. Albany, Ala.

I am only stating you according to your ord, We as the Coaled Labors in this Shop have had no Chance to Prosper for a living and Practice our Liberty. Bonds. & War Saving Stamps, that they are bought and now have got to be paid for.

1-2-3-4- Liberty Bonds, and thrift and Economy have gotten We as Coaled labors in this Shops to where we hardly feel that they need our Servis, from the Asurance & Action and Cancelation that they give us it seems to Speak as we are ready getting to much pay for our labor all ready.

that me seem strange and funy, that the fund begins with me

FORM 16

UNITED STATES RAILROAD ADMINISTRATION

DIRECTOR GENERAL OF RAILROADS

LOUISVILLE & NASHVILLE RAILROAD

2

IN YOUR REPLY REFER
TO DATE AND FILE NO.

in this like manner. During the year 9 was rated and began
retiving pay as a Wheel Press man. We had 5 men rated at 31 cts
Per Hour 3 Coalard and 2 White retiving same pay as follows 31 cts
" " and during the last raised which left us as Wheel Press.
Men 45 cts Per Hour the 3 Coalard. and the 2 Whites.
" 68 " " "
And Dear Sir for this much Dripriance in rates of pay its Why I say
your order has not been Adjusted Nor ct. toward We as Colors
in this Shop and to us as Shop Craft men
I am only sending a part for this Present time

Obligt,

G. W. Stut

Albany Ala Coalored

Hunt 3 Bot 137

82688

March 18, 1919.

Dear Mr. Steel:

I beg to acknowledge in behalf of the Director General your letter of March 15th, relative to adjustment of wages being paid the colored laborers by the L. & N. Railroad at Albany.

This is a matter coming under the supertision of Mr. W. S. Carter, Director, Division of Labor, and your letter has been referred to him for attention.

Sincerely yours,

(Signed) M. B. C.

Mr. G. W. Steel,
Route 3, Box 137,
Albany, Alabama.

Y.R

April 14,1920.

R-38-11

Mr. O. W. Steel,
Route #3, Box 137,
Albany, Alabama.

Dear Sir:

This will acknowledge receipt of your letter of March 15th addressed to the Director General and referred to this Division for reply with reference to the rate of pay you are receiving as a wheel press man.

I attach hereto a copy of Interpretation #3 to Supplement #4 and would call your attention to Article VI thereof, giving the rate you should receive.

Should, however, any injustices in or misapplications of the wage orders arise, I would suggest that you endeavor to adjust the matter personally with your superior officer in the employ of the railroad and failing a personal settlement, that the matter be handled through your organization, if you belong to an association of railroad employees. Should you not belong to an employees' organization, then I would suggest that a joint statement of facts be prepared in accordance with the provisions of Supplement No. 6 to General Order No. 27, copy attached, such statement to be signed by employees and their representatives, as well as by the railroad officials, and forwarded to this office. Upon receipt of such a statement in this office the matter will have prompt attention and an adjustment be effected.

Yours truly,

J. A. FRANKLIN

7-AR

50M 2-19 FORM 621 UNIFORM

UNITED STATES RAILROAD ADMINISTRATION
DIRECTOR GENERAL OF RAILROADS
ST. LOUIS-SAN FRANCISCO RAILROAD

Jasper Ala April 9th 1917

Wage Board of Adjustment U.S.R.R.A
Washington D.C. Board #3.

Gentlemen.

I am employed as station Porter at Jasper Alabama For the St.L.S.F.R.R and L&N R.R Co's Joint. I work as porter and Warehouse man. And My present Salary now is $64 Sixty nine dollar per Month.

The information I wish you would kindly give me is how much are my hour pay if I only work eight hours per day? And how much should my monthly pay be? And do station porters that do both porter and warehouse work come under Supplement 7 to General order #27. Artucle #5. please give me that information as how much I should be paid.

Yours Respectfully
Rance Allman
Station porter St.L.S.F.R.R
Jasper Ala

UNITED STATES RAILROAD ADMINISTRATION

DIRECTOR GENERAL OF RAILROADS

WASHINGTON

~~E-785~~ E-38-11

DIVISION OF LABOR
W. S. CARTER, DIRECTOR

RAILWAY BOARD OF ADJUSTMENT NO. 3
ROOM 702, SOUTHERN RAILROAD BUILDING

H. A. KENNEDY, CHAIRMAN
T. H. GERREY, VICE CHAIRMAN

RICHARD P. DEE — F. HARTENSTEIN
F. J. EASLEY — G. E. KIPP
E. A. GOULD — W. A. TITUS

For Mr. W. S. Carter, Director, Division of Labor

April 11, 1919.

Mr. Rance Allman,
Station Porter,
St. Louis - San Francisco R.R.,
Jasper, Alabama.

Dear Sir:

This will acknowledge receipt of your letter of April 9, inquiring as to what salary you are entitled to as Station Porter at Jasper, Alabama.

This is a matter which should be handled by Mr. W. S. Carter, Director, Division of Labor, and we are sending your letter to him for attention.

Yours truly,

RAILWAY BOARD OF ADJUSTMENT NO. 3,

H. A. Kennedy

Chairman.

DIVISION OF LABOR

APR 12 1919

3/4
cc WSC

April 15,1919.

E-38-11

Mr. Rance Allman,
Station Porter, Frisco Lines,
Jasper,Ala.

Dear Sir:

This will acknowledge receipt of your letter of April 9th addressed to the Wage Board of Adjustment No. 3 and referred to this Division for reply with reference to the rate of pay you feel should apply to you as a station porter.

I attach hereto a copy of Supplement #7 to General Order #27 and Interpretations #1 and #8 thereto and if any injustices in or misapplications of the wage orders arise, I would suggest that you endeavor to adjust the matter personally with your superior officer in the employ of the railroad and failing a personal settlement, that the matter be handled through your organization, if you belong to an association of railroad employees. Should you not belong to an employees' organization, then I would suggest that a joint statement of facts be prepared in accordance with the provivisions of Supplement No. 6 to General Order No. 27, copy attached, such statement to be signed by employees and their representatives, as well as by the railroad officials, and forwarded to this office. Upon receipt of such a statement in this office the matter will have prompt attention and an adjustment be effected.

Yours truly,

J.A. FRANKLIN

7-AR

E-38-11

Denison Texas April 13 1919

Mr J. A. Franklin
Division of Labor
Washington D.C.

APR 16 1919

Dear Sir
I hate to burden you with this letter But this is some information I wish to No is Notice the 4 Brotherhood of trainmen Passenger & Freight has been Granted & Given Wage increase & Back Pay For Work Since Jan 1
do the Colored Employees Freight & Passenger Come in on this New increase of 4/11/1919 have you a New General order Wage of Railroad Employes Previous to General Order # 27 of 1918 if you have Plear Mail Me one & liture of the Government Administration of Railroads 1919 Plear and at once is thanks you in advance

Yours Resp
James Harding
719 N. Austin Ave
Denison
Texas

April 18, 1919.
E-38-11

Mr. James Harding,
719 N. Austin Ave.,
Denison, Texas.

Dear Sir:

This will acknowledge receipt of your letter of April 15th with reference to the new rates of pay accorded to trainmen.

I attach hereto a copy of Supplement No. 16 to General Order No. 27, and if any injustices in or misapplications of the wage orders arise, I would suggest that you endeavor to adjust the matter personally with your superior officer in the employ of the railroad and failing a personal settlement, that the matter be handled through your organization, if you belong to an employee's association. Should you not belong to an employee's association, then I would suggest that a joint statement of fact be prepared in accordance with the provisions of Supplement No. 6 to General Order No. 27, copy attached, such statement to be signed by employees and their representatives, as well as by the railroad officials, and forwardd to this office. Upon receipt of such a statement in this office, the matter will have prompt attention and an adjustment be effected.

Yours very truly,

J. A. FRANKLIN

encl.
7-vs

88317

~~W. W. A. of C. R. R. E.~~

E-38-11

Birmingham, Ala.

april 12 — 1919.

DIVISION OF LABOR.

APR 16 1919

Honorable W. D. Haines, Director General of Railroads,
Washington, D. C.

APR 17 1919

Dear Sir:

I, as organizer of the War Winners Association of Colored Railroad Employees, desire to impart to you something concerning the Colored Railroad Employees on the various roads throughout the South.

I hardly know how to ask a man of your distinction the privilege of having a representive of the War Winners Association of Colored Railroad Employees to see you in person. I know there are things that I could impart to you that would be of great benefit, in the great struggle that you have taken, to do justice to every man. Also the Railroad officials and the government.

I sincerely hope that you may grant this request, as the afore mentioned association have never had a representive to come before you.

I organized this association when the government was in it's heroic struggle for freedom and democracy, to get the Colored Railroad Employees to do everything, in the rapid, skillful discharge of their duty to bring this great government of ours out, safe for freedom and democracy; and did accomplish great good in showing our devotion and loyalty to our government.

I say again that I hope that you will grant this request and we will assure you that we are still willing to do everything in our power to help you, as Director General, to make a success in handling the railroads.

Wishing for an early reply and thanking you in advance for same, we are,

Yours truly, T. J. Woods

Silas. W. Davis
1818 - 8 alley n.
Birmingham Ala

88317

April 17, 1919.

Dear Sir:

I am acknowledging for the Director General your letter of the 12th inst., requesting an interview with the Director General to take up matters concerning Colored Railroad Employees on various Railroads throughout the South.

Your letter is being referred to Mr. W. S. Carter, Director, Division of Labor, for consideration.

Sincerely yours,

C/M
Mr. Silas W. Davis,
1818- 8-Alley,
Birmingham, Ala.

(Signed) M. B. C.

April 18, 1919

E-38-11

Mr. Silas W. Davis,
1618 Dalley, N.,
Birmingham, Alabama

Dear Sir:

This will acknowledge receipt of your letter of March 26th, addressed to the Director General and which has been referred to this Division.

This Division will be glad to co-operate with you in handling of any claims you may have for matters requiring adjustment so far as railroad employes are concerned and all that it will be necessary for you to do will be to file complaints with this Division and they will be taken care of.

Very truly yours,

W. S. CARTER

S-gh

88655

#2331 Drabadie Ala E-38-11

Office of Director General of Railroads
APR 17 1919

Apl 15/1919

Mr Walker Hines
The United States R.R. General
Deor Sir and General.
I noted in your order to Wage Board
you left your Warehouse Employers-
such as Truckers and Freight Handlers
Now Deor. General
Wee, as laborers. has not ben fairly
treated here in the south,
Wee' Colored, Labors., has ben
Verry patristic to ward our Country
during War, But Now the War is over
and We think our part are due us
I note, In Mr. G.W. McAdoo.
Orders on Sept 5-/1918. Concerning
Labors. increase of Wages. and Bad. Bay
it has Never ben proply carried out
the increase has ben paid in such
Way until it has almost cost some
Fire up.. Wee, Labors. are only
Receiving Now. 39½ to 42 cent pr hour
and 8 Hour per Day. and it is about to
cause some truble with our Labor,
Organization. Now Der General
Will you please Give this
your best attention by doing this

at once You Will have Some big up stirr here in the South with the Labores,

Now Mr Hines.

This in the behalf of our Colored Local

We, have been trying since Nov. 12/18 to have a yearly Contract sign by the employee of the Southern R R Co at the port of New orleans. La. Which they openly refuse to do, and has not did it until to day so it is very discurgein to see how We are treated,

Your Bulitin of March 1919 tell us to lay our complants before the United States R R. General do here it is-

I will send a coppy of this to Mr.

Thomas V. O Connor

704 Brisbani Bld

Buffalo. N. Y.

I am awaiting your Reply at once

I am yours. American Ass'n

Samuel M. Baker President

2331. Dabadie st Local #.997

New Orlans La

88655

April 17, 1919.

Dear Sir:

In behalf of the Director General I beg to acknowledge your letter April 15th, relative to the adjustment of wages being paid Freight Handlers and Trackers.

Your letter is being referred to Mr. W. S. Carter, Director, Division of Labor, with request that same be given prompt attention.

Sincerely yours,

(Signed) M. B. C.

Y/K

Mr. Samuel M. Baker,
2351 Dabodie St.
New Orleans, La.

April 21, 1919.
E-38-11

Mr. Samuel M. Baker,
2331 Dabodie St.,
New Orleans, La.

Dear Sir:

Thiw will acknowledge receipt of your letter of April 15th addressed to the Director General and referred to this division for reply, with reference to the rate of pay that has been accorded to colored freight handlers.

I attach hereto a copy of Supplement No. 7 and Interpretations No's. 1 and 8 thereto, and if any injustices in or misapplications of the wage orders arise, I would suggest that you endeavor to adjust the matter personally with your superior officer in the employ of the railroad and failing a personal settlement, that the matter be handled through your organization, if you belong to an employee's association. Should you not belong to an employee's association, then I would suggest that a joint statement of fact be prepared in accordance with the provisions of Supplement No. 6 to General Order No. 27, copy attached, such statement to be signed by employees and their representatives, as well as by the railroad officials, and forwarded to this office. Upon receipt of such a statement in this office, the matter will have prompt attention and an adjustment be effected.

Yours very truly,

I.A. FRANKLIN

encl.
7-vs

83162

E-28-11

Office of Director General of Railroads

MAR 20 1919

Dallas Texas 3/17/19

Mr Walker D. Hines Esq
Director General Washington D.C

Dear Sir
i am Rilting you for Some information in regards of the Patation We Callard Employer on Passinger Sent in to your Office Feb 11/1919

Plear let hear from you at onee We Wood like to no What has you done and What is the final of the Mater We hone Not Received the Sperfied a Maunt of $114.80 Per Month from Jan 1/1918 We er due $27 Back Pay Per Month for 5 Monthes And $43.30 Back Pay Per Month for 7 Monthes our Offical er Paying us only $71.50 Per $43.30 Shart Per Month $114.80 has been approate By the Gouvment + Divison of Labar

Plear Ans at Onee

J.H. Hardamones
2009 Lenard St Dallas Texas

83162

March 20, 1919.

Dear Mr. Hardamones:

In behalf of the Director General, I beg to acknowledge your letter of March 17th, relative to the adjustment of your wages and back pay for the year 1918.

This is a matter coming under the supervision of Mr. W. S. Carter, Director, Division of Labor, and your letter has been referred to him for prompt attention.

Sincerely yours,

(Signed) M. B. C.

DIVISION OF LABOR.

Mr. J. H. Hardamones,
2009 Lenard St.,
Dallas, Texas.

MAR 21 1919

Y.R

OFFICE OF
DIRECTOR GENERAL
OF RAILROADS
JAN 23 1919

LABOR
JAN 24 1919

70565

C 38111

Denison Tex Jan 20/19

Mr W. G. McAdoo
Director General of R.R.
Washinton D. C.

Dear Sir
Plear Mail Me one of yaur late issure of rail roads Emplayers Scales + Wages Books Mr McAdoo We train Parters Wishes 2 Now What has Ben dune in regards of our Petation We plact in yaur Office Some time a go and We ar Kindly asking yau for as Linnel ansur

Yaurs truly
J. H. Hardaman
719 N. Austin austin ave
Denison
Tex

April 21,1919

E-38-11

Mr. J.H.Hardamones,
2009 Lenard Street,
Dallas, Texas.

Dear Sir:

This will acknowledge receipt of your letter of March 17th, addressed to the Director General and which has been refesred to this Division, with reference to the application of Supplement No. 12 to General Order No. 27.

On April 7th instructions were issued to all Regional Directors to apply the Supplement as issued.

If there are any injustices in or misapplications of the wage order arising, I would suggest that you endeavor to adjust the matter personally with your superior officer, failing a personal settlement that the matter be handled thru your organization, if you belong to an association of railroad employes. Should you not belong to an employes' organization, a joint statement of fact should be prepared in accordance with the provisions of Supplement No. 6 to General Order No. 27, copy attached. Upon receipt of such a statement in this office, the matter will be adjusted.

YOURS FOR THE VICTORY LOAN

7-gh

I.A. FRANKLIN

DIVISION OF LABOR.

FEB 17 1919

Denison, Texas.
Feb.11, 1919.

Mr. W.S.Carter,
Federal Direct Division of Labor,
Washington, D.C.

Dera Sir:-

We , the colored Passenger Train Employers, are follswing the essential duties designated as passenger brakemen of Flagmen. We are fulfilling the duties spcified in supplement #12 of Dec.2, 1918

We beg to say that our officals are not treating us right in regards to the rule for overtime and salaries, The Board of wages wages and division of labor and your offices appropiate for passengrr brakemen white and colored the salary of $114.80 per month and overtime on mins bases. Our officals have curtailed our salaries which is a violation to the United State railroad order we are entitle to back pay from Jan.1, 1918. at the rate of $43.30 per. month we were leniet patrietic during the war and we have always done our best and very best and still doing the best we can better than any other class of railroad Men.

We feel it your duty to see that we are paid the specified amount above mrntioned, paid like other members of train crew, our offical are dealing very unfair with the colored brakemen we kindly advise you that M.K.&T.R.R. has not got any white passenger brakemen on her road the M.K.&.T.R.R.has a white Engineer, Fairman, Conductor, Train Auditor, and Flagman the colored man is the brakemen and the law require a brakemen and if our offical recommend us a any other name except brakemen they have violated the State law and International laws of the U.S.A. We have taken this matter of business up with the division Supt. Mr. H.H.Hooper, of Denison, Mr. Hooper refuse to pay overtime and back times, we also taken this matter pu with Federal manger, Mr. Webb of Dallas admit in his letter that we were entitle to back pay $114.80 per minth and over time. Mr. Webb says he has no order to pay any more from superior officals. The S.P.R.R.&C.R.I.P.&G.C.&S.F. are paying her colored brakemen off accordingly to supplement #12 to General #27 article #6 we kindly ask you to instruct Mr. Webb to pay the colored brakemen at once according to Goverment rule and order. if any doubt that we are not entitle to specified amount Discontinue tha colored men on the M.K.&.T.R.R. Train, fron St. Lewis to Galvestion.

E 98-11

February 17,1919

Mr. B. F. Bush,
Regional Director,
Southwestern Region,
St. Louis, Mo.

Dear Sir:

I am in receipt of a complaint from the Colored Passenger Train Employees on the M. K. & T. R.R. and am attaching hereto a copy of same for your information.

Yours truly,

ss

W. S. CARTER

[-38-11 C

DIVISION OF LABOR.

FEB 21 1919.

Denison Texas 2/18/1919

Mr W. L. Carter. Diregtar Divisions of Labar
Washington D.C.

Dear Sir

i am riting 2 day Kindly asking
Jam to Furnish Me Som information
in regards of the Colard Passinger train
Emplayers on the M K-T.R.R. We Desire
to Now by return Mail if We Or two
Get a igneass in our Salry & over time
And What Step has been taken in Regards of
Petations letter Jam Resived of Feb 11 1919
Pleas Give Me a Final ans at onee

Jam Very Truly

Jame Harding
719 N. Austin ave
Denison
Texas

March 5,1919.

B-38-11

Mr. B. F. Bush,
Regional Director, Southwestern Region,
St.Louis,Mo.

Dear Sir:

Please refer to my letter of Feb. 17th in which I enclosed a complaint from the colored passenger train employees of the M. K. & T. RR in regard to the application of wage orders to their positions as passenger train brakemen.

We are now in receipt of letter from James Harding, 719 No. Austin Ave., Denison,Texas who claims to be chairman of the committee making the complaint in which he asks that we let him have some information promptly in regard to the petition of Feb. 11th as to when the wage orders will be put into effect covering their position.

When your investigation has been completed kindly advise.

Very truly yours,

J.A. FRANKLIN

S-AR

March 5,1919.

E-38-11

Mr. James Harding,
719 N. Austin Ave.,
Denison, Texas.

Dear Sir:

This will acknowledge receipt of your letter of Feb. 18th in which you refer to your petition of Feb.11th concerning the application of the wage orders to colored passenger train employees on the M. K. & T. RR.

For your information I am attaching hereto copy of General Order #27 together with Supplement #12 thereto which gives you the information as to the application of this order to colored passenger train brakemen, and I might also add that we are today taking this matter up with the Federal Manager of the M. K. & T. RR for investigation and report and as soon as we hear from him you will be advised.

Very truly yours,

J.A. FRANKLIN

S-AR

C

UNITED STATES RAILROAD ADMINISTRATION,
DIRECTOR GENERAL OF RAILROADS

E 38-11

B. F. BUSH,
REGIONAL DIRECTOR

SOUTHWESTERN REGION

RAILWAY EXCHANGE BLDG.,
ST. LOUIS, MO.

March 10, 1919.

Interpretation of Supplement
No. 12 to General Order No. 27,
Classification of Porters:

10-27-33 DIVISION OF LABOR.

MAR 12 1919

Mr. J. A. Franklin,
Assistant Director, Division of Labor,
Washington, D.C.

Dear Sir:

Your letter of March 5th, file E-38-11, has been received.

The colored train employes of the M. K. & T. R.R. who have addressed you are train porters, and what they are contending for is the application of Supplement No. 12 to General Order No. 27, changing their classification to Brakemen, which we have not done for the reason stated in the attached copy of my letter of January 18th to Federal Manager Robertson, copy to the other Federal Managers, instructing him on the subject.

Yours truly,

B. F. Bush

-:- C O P Y -:-

UNITED STATES RAILROAD ADMINISTRATION

On B&O No. 3, January 18, 1919.

10-27-33.

Interpretation of Supplement 12 to General Order 27 - Classification of Porters:

Mr. A. Robertson,
Federal Manager, Missouri Pacific R.R., etc.,
St. Louis, Mo.

Dear Sir:

Answering your letter of the 9th inst., file F-R, above subject:

On discussing this matter in Washington have concluded that, pending decision of Adjustment Board on case which has been submitted by the Southern Region, you will make no change in classification of train posters on the Missouri Pacific.

For the present, at least, we will construe supplement No. 12 to mean that no matter how many of the five items referred to are performed by train porters, their classification as train porters will not be changed — in view of Article 3, which reads:

"This order shall not curtail the duties of employes heretofore classed as train porters."

Yours truly,

(Signed) B. F. BUSH,

Copy District Director,
Federal Managers.

March 17,1919.

E-38-11

Mr. James Harding,
719 N. Austin Ave.,
Denison,Texas.

Dear Sir:

Referring further to your letter of Feb. 18th concerning your petition of Feb. 11th in regard to the application of Supplement #12 to General Order #27 to colored passenger train employees on the M. K. & T. RR.

As advised you in my former letter we handled this matter with the officers of the M. K. & T. RR and I am in receipt of letter from Regional Director advising that there was some question as to the proper application of this Supplement and that the matter has been referred to the Adjustment Board for proper interpretation of same and that just as soon as this interpretation is received the Supplement will be applied. Therefore, I would suggest that you let your case rest for a while until this decision has been rendered as you understand that you will not lose anything by the delay as when same has been decided the order will be effective as from the time it should have gone into effect.

Yours truly,

I.A. FRANKLIN

S-AR

March 17,1919.

E-38-11

Mr. B. F. Bush,
Regional Director, Southwestern Region,
St.Louis,Mo.

Dear Sir:

This will acknowledge receipt of your letter of March 10th, file 10-27-33, in regard to interpretation of Supplement #12 to General Order #27, classification of train porters.

I note the application of this Supplement to train employees is being held up awaiting interpretation of the Adjustment Board on a case submitted by the Southern Region.

Yours truly,

J. A. FRANKLIN

S-AR

March 20, 1919.

File E-38-11

Mr. James Harding,
719 N. Austin Ave.,
Denison, Texas.

Dear Sir:

This will acknowledge receipt of your communication of the 20th of January, with further reference to the rates of pay and hours of service applicable to colored train employees.

Under date of March 5th, I mailed you, at the address you give, a copy of General Order No. 27 and Supplement No. 12 thereto, and I am doing this again. These are the only wage orders that will cover the class of service you are engaged in.

Very truly yours,
J.A. FRANKLIN

7-eg
Enc.

C/

E-38-11

DIVISION OF LABOR.

Denison Texas March 17 1919

Mr W. S. Carter Esq
Division of Labar
Washington D.C.

MAR 20 1919

Dear Sir We Collard Passingers Emplayes
As Brakemen on the M K-T of Texas
have Dedsied two offer you a 5 Per Cent
Discount on the Wages that Offroate for us
$114.80 Per Month and our Official hast Pets us
$43.30 Per Month for 7 Month & $27 Per Month for 5
Month Our Official only Pays us $71.50 Per
Leaving $43.30 due us on Each Month
the amount due two 43 Of We Emplayes
is $22.342.80 Cent
5 Per Cent Discount from $22.342.80 is $10.91.16
Will you Exsept Mater and See We get $114.80
Per Month from Jan 1 of 1918
Plear ons at opee

Jame Harding 719 N. Austin ave
Denison

April 21,1919

R-38-11

Mr. James Harding,
719 N. Austin Ave.,
Denison, Texas.

Dear Sir:

This will acknowledge receipt of your letter of March 17th, addressed to Mr. Carter, with reference to the application of Supplement No. 12 to General Order No. 27.

On April 7th, instructions were issued to all Regional Directors to apply the Supplement as issued.

If there are any injustices in or misapplications of the wage order arising, I would suggest that you endeavor to adjust the matter personally with your superior officer, failing a personal settlement that the matter be handled thru your organization, if you belong to an association of railroad employes. Should you not belong to an employes' organization, a joint statement of fact should be prepared in accordance with the provisions of Supplement No. 6 to General Order No. 27, copy attached. Upon receipt of such a statement in this office, the matter will be adjusted.

YOURS FOR THE VICTORY LOAN,

W. A. FRANKLIN

7-gh

88857

E-38 11

Tuscaloosa . Ala . April . 7th, 1919 .

APR 18 1919

Hon . Hines . Director General .

United States Administration of Rail Roads .

Washington . D . C .

Most Honored Sir .

I am glad to say , knowing what a great benefactor you have been , since you have taken charge of all Rail Roads . and what a great blessing it will be to the Col-. employes that you will carry out the plain,s put in operation by Mr.McAdoo . that is to give the laboring class; the raise that have been allowed and paying of the back time , that is moore than has ever been did for the laboring class of Rail Road men . and I must say that the equal pay , as Breakman and Flagman , has caused wonderfull suprise amoung the Col-. men , with Rail Roads that work Col-, such as Breaksmen and Switchmen . but I am sorry to say that some of our local official,s . that we are working under are not fair in there treatment to the Col-. men, in the back time in some cases they do not want to give it at all . we bilieve that its the intention that all men should have justice, regardles to collor .

DIVISION OF LABOR.

APR 19 1919

in some cases Col-. men have been put out of jobs , for white men that have only been in the services for only one day, our local officials will move Col-. men and place white men on crews , and say that they have a right over the Col-. men. all of this have come about since the equal pay have come out . and we bèlievethat its the intention to give each man equal shów , we would be glad if you would investigate just how we Col-. men are treated , the matter is bad and geting worse , as long as it is left with some of our local officers . we believe if this is keep up they will not work us at all ; we will thank you to investigate this matter and relieve us of some of this mistreatment .

thanking you very much for your kind consideration .

Very Respectfully Yours .

Smith Branch

R.F.D. box 39 .

Tuscaloosa . Ala .

88857

April 18, 1919.

Dear Sir:

This will acknowledge receipt of your letter of April 7th, regarding back pay and treatment of colored employes.

Your letter is being referred to Mr. W. S. Carter, Director, Division of Labor, with request that your complaint be given prompt attention.

Sincerely yours,

(Signed) M. B. C.

Mr. Smith Branch,
R. F. D. Box 39,
Tuscaloosa, Ala.

Y.R.

April 21, 1919.
E-38-11

Mr. Smith Branch,
R.F.D. Box 39,
Tuscaloosa, Ala.

Dear Sir:

This will acknowledge receipt of your letter of April 7th, addressed to the Director General and referred to this division for reply, in reference to application of the wage orders to colored employes.

I attach hereto a copy of General Order No. 27 and would call your particular attention to Article VI thereto, according to which you will see that colored men employed as firemen, trainmen and switchmen shall be paid the same as white men in the same capacities. This embodies a policy of the Administration toward employes and laborers of all sorts; it being a fixed idea that neither their sex, color, religion or politics shall make any difference in the compensation they shall receive as railroad employes.

Should, however, any injustices in or misapplications of the wage orders arise, I would suggest that you endeavor to adjust the matter personally with your superior officer in the employ of the railroad and failing a personal settlement, that the matter be handled through your organization, if you belong to an employee's association. Should you not belong to an employee's association, then I would suggest that a joint statement of fact be prepared in accordance with the provisions of Supplement No. 6 to General Order No. 27, copy attached, such statement to be signed by employes and their representatives, as well as by the railroad officials, and forwarded to this office. Upon receipt of such a statement in this office, the matter will have prompt attention and an adjustment be effected.

Yours very truly,

encl.
7-vs

I. A. FRANKLIN

E. 38 Portsmouth Va

April 26 1919

Mr Carter. Dear Sir
Sign
We the under sign parties ask of you will you take up this our claim with the federal manager of S.A.L railroad for settlement if there be any due us having been employed by said road prior to goverment controll and continued said employement from Jan 1st 1918 untill June 29 1918. and having ask if there were back time due us for such period has been told no we now make this request to you as having known 2 men employed in same position recieve thier money for such service we ask you to help us now those min names are Richard Royal and Jake Smith one was deck hand and the other fireman on the Seaboard we who make this appeal were deck hands on the same boat and does not think that we are getting treated fairly by this division of the road.

DIVISION OF LABOR

Yours Truly
James Fitzgerald
Willie Smith
Primus Clanton

APR 29 1919

Our addresses are as follows
James Fitzgerald 1 London St Portsmouth Va
Willie Smith 1002 London St Portsmouth Va
Primus Clanton Brighton ward
Portsmouth Va

May 1, 1919.
E-38-11

Mr. James Fitzgerald,
Londons,St.,
Portsmouth, Va.

Dear Sir:

This will acknowledge receipt of letter of April 26th signed by yourself and others and addressed to Mr. Carter, with reference to service rendered the S. A. L. Railroad as deck hands.

Where were you employed as deck hands, what was the name of the boat and what was the service the boat rendered? Was it a Ferry boat?

Yours very truly,

J.A. FRANKLIN

7-vs

Form G—19.

E-38-11

UNITED STATES RAILROAD ADMINISTRATION

[redacted], DIRECTOR GENERAL OF RAILROADS

FILE NO. 01-17297.

SUBJECT Salary and Wages.

April 28,1919.

E-3814

MEMORANDUM for Mr. W. S. Carter:

I am passing to you attached letter from Mr. John H. White, Smithville, Texas, regarding pay, file number as above, closing our file.

E. H. Lamb, ✓

Acting Chief,

BUREAU FOR SUGGESTIONS & COMPLAINTS.

DIVISION OF LABOR.

BLW

APR 30 1919

Smithville Texas
Apr. 23rd 1919

APR 28 1919

Mr. Walker D. Hines (Director General of R. R. in U. S.)

17297 Dear sir in regards to our work on Passenger Trains through the Southern States; especialy on the M K and T. of Texas

Sir please why is General Law (27) not inforced in compliance to Seplement No 12 to General No. 27.

Sir we actualy do the work but do not recieve the rate of pay recommended by said law and suplement.

Dear sir please give this matter your earliest consideration as there seems to be a spirit of discremenation inforce on these southern lines.

Any favor shown us will be highly appreciated

Address

John H. White

(Train Porter)

Smithville

Texas

April 28, 1919.

File No. 21-17297.

Subject - Salary and Wages.

My dear Mr. White:

Mr. Hines has asked me to acknowledge receipt of and thank you for your letter of April 23rd, regarding pay, and to advise you that it will be given attention by the properly constituted authority.

Yours very sincerely,

Acting Chief.

Mr. John H. White,
(Train Porter, MK&T of Texas RR)
Smithville, Texas.

BLW

May 5, 1919

E-36-11

Mr. John H. White,
Train Porter, M.K.& T. of Texas R.R.,
Smithville, Texas.

Dear Sir:

This will acknowledge receipt of your letter of April 23rd, addressed to the Director General and referred to this Division, with reference to the application of Supplement No. 12 to General Order No. 27.

On April 7th instructions were given out to the Regional Directors that the wage orders should be applied as issued.

If there are any injustices in or misapplications of the wage order arising, I would suggest that you endeavor to adjust the matter personally with your superior officer, failing a personal settlement that the matter be handled thru your organization, if you belong to an association of railroad employes. Should you not belong to an employes' organization, a joint statement of fact should be prepared in accordance with the provisions of Supplement No. 6 to General Order No. 27, copy attached. Upon receipt of such a statement in this office, the matter will be adjusted.

Yours truly,

J. A. Franklin

E-38-11 8604

Houiston, Texas
April 12-1919-

To the Director General of
Railways.
Washington, D.C.

Dear Sir- I take this as a
means of inquiring
into the following condit-
ion- There is employed
at the T. & N. O. Store House
Houston Texas- several Col-
ored men besides myself
Who are filling orders from
stock, packing and taggin
the same for shipment.
These men are now re-
ceiving from 32½ to 37½
Cents per hour for 8hrs per
day- This wage began March
1st 1919- Prior to that time
we we were only receiving

31 Cents per hour working from 8 to 9 hrs per day - This you see is far below a living wage scale owing to the high cost of living - These men are now classed as laborers on the pay and I do not know if that has any effect on wages or not - But as I could not get the desired information here - I use this as a method of inquiry.

Respectfully Yours
F. A. Hicks
#609 Hadley St.
Houston, Tex -
Employee at T. & N. O. Store House -

88604

April 17, 1919.

Dear Sir:

I am acknowledging for the Director General your letter of the 12th instant, requesting information with regard to the rate of pay that employees in the store room of the Texas & New Orleans Railroad should receive.

Your letter is being referred to Mr. W. S. Carter, Director, Division of Labor, for attention.

Sincerely yours,

(Signed) M. B. C.

Mr. F. A. Hicks,
#609 Hadley St.,
Houston, Texas.

C-L

April 21, 1919.
E-38-11

Mr. F. A. Hicks,
609 Hadley St.,
Houston, Texas.

Dear Sir:

This will acknowledge receipt of your letter of April 12th, addressed to the Director General and referred to this division for reply, with reference to the rate of pay accruing to colored employes in the storehouse of the Texas & New Orleans Railroad, Houston, Texas.

I attach hereto a copy of Supplement No. 7 and Interpretations Nos. 1 and 8 thereof, and if any injustices in or misapplications of the wage orders arise, I would suggest that you endeavor to adjust the matter personally with your superior officer in the employ of the railroad and failing a personal settlement, that the matter be handled through your organization, if you belong to an employee's association. Should you not belong to an employee's association, then I would suggest that a joint statement of fact be prepared in accordance with the provisions of Supplement No. 6 to General Order No. 27 copy attached, such statement to be signed by employees and their representatives, as well as by the railroad officials, and forwarded to this office. Upon receipt of such a statement in this office, the matter will have prompt attention and an adjustment be effected.

Yours very truly,

I.A. FRANKLIN

encl.
7-vs

C/ E 38-11

Houston, Texas.
May 2-1919

DIVISION OF LABOR

In reply to your letter of April 21st 1919. Will say it may be that I failed to make my inquiry clear.

MAY 5 1919

What I want to know is the Classification of my work- This is how I've worked since January 1919- Requisitions for materials are turned over to me from the section Store Keeper- I go into the stock, and fill the order, Crating or packing materials in whatever way necessary for shipping- Then I write tags and put on these packages showing their destination. I want to know if such work would be considered in the Clerical force in any way- Or would that be called Common Laborer Please set me right as to the above classification. Respectfully

F. A. Hiett
#609 Hadley St

Employee - T. & N.O. Store.

UNITED STATES RAILROAD ADMINISTRATION

DIRECTOR GENERAL OF RAILROADS

WASHINGTON

DIVISION OF LABOR

W. S. CARTER, DIRECTOR

J. A. FRANKLIN
G. W. W. HANGER
ASSISTANT DIRECTORS

April 21, 1919.
E-38-11

Mr. F. A. Hicks,
609 Hadley St.,
Houston, Texas.

Dear Sir:

This will acknowledge receipt of your letter of April 12th, addressed to the Director General and referred to this division for reply, with reference to the rate of pay accruing to colored employes in the storehouse of the Texas & New Orleans Railroad, Houston, Texas.

I attach hereto a copy of Supplement No. 7 and Interpretations No's. 1 and 8 thereof, and if any injustices in or misapplications of the wage orders arise, I would suggest that you endeavor to adjust the matter personally with your superior officer in the employ of the railroad and failing a personal settlement, that the matter be handled through your organization, if you belong to an employee's association. Should you not belong to an employee's association, then I would suggest that a joint statement of fact be prepared in accordance with the provisions of Supplement No. 6 to General Order No. 27 copy attached, such statement to be signed by employees and their representatives, as well as by the railroad officials, and forwarded to this office. Upon receipt of such a statement in this office, the matter will have prompt attention and an adjustment be effected.

Yours very truly,

J. A. Franklin

encl.
7-vs

May 7,1919.

E-38-11

Mr. F. A. Hicks,
609 Hadley St.,
Houston,Texas.

Dear Sir:

This will acknowledge receipt of your letter of May 3nd.

With my letter of April 21st I enclosed you copy of Supplement #7 which gives details that would enable you to decide whether or not your work is to be classed as laborer or clerk. I do not know whether you are properly classified as I do not know whether you are a laborer or clerk and cannot express any opinion without a full statement of the case from both sides.

If you are not satisfied with the way you are classified I would suggest that you take up in line with my letter of April 21st.

Yours truly,

J. A. [illegible]

7-AR

V. K. WEDGWORTH
ATTORNEY AT LAW
MITCHELL-GREER BUILDING
FORT WORTH, TEXAS

92049

Director General of Railroads
6 1919

E-38-11

May 2nd, 1919.

DIVISION OF LABOR.

Hon. W. G. Hines, Director Gen. Of Railroads,

Washington, D. C.

MAY 6 1919

Dear Sir:-

I am enclosing herewith affidavit of Henry Wilson, a colored workman at the Texas & Pacific Railroad shops in this city.

I have known this man for several years, and know him to be an industrious, deserving man. I wrote the letter of protest to Mr. Colegrove, and also to Mr. Dix, copies of which are enclosed. There seems to be no way of reaching this matter except by direct appeal to your department. I think this case deserves your careful consideration.

Yours very truly,

V. K. Wedgworth.

State Of Texas,
County Of Tarrant.

I, Henry Wilson, of the state and county aforesaid, do hereby make oath that I have worked for the Texas & Pacific Ry. Co.,in their shops at Fort Worth, Texas,during almost the entire time since September 1911. I first began working for said company in September, 1911,and worked about six years before leaving their service. I then quit for about six months,and again went to work for the company in October,1917,and have worked continuously for said company from the last named date up till the present time,and am now employed by said company. During all this time,up till April 1st, 1919,I was classed as a Coppersmith's Helper.

On April 1st, 1919,our Master Mechanic was changed,and Mr. L. E. Dix was placed in charge,or at least, on that date Mr. Dix was in charge of the local shops,and on that date my wages were cut from 45 cents per hour to 35-3/4 per hour,and I was removed from my former position. On ### April 4th,I received my card which showed that I was changed from Coppersmith's Helper to a common laborer.

On April 4th,1919,I caused to be delivered to Mr. D. D. Colegrove, my immediate superior,a written protest against the above said change, a copy of which said written protest is attached hereto and marked "Exhibit A". Mr. Colegrove returned the letter to me stating that the matter was "over his head",and that he could do nothing. So far as I know,no other action was taken by him,and no investigation was ever made.

On April 8th, 1919,I caused to be directed to Mr. L.E.Dix,Master Mechanic,a written protest against said action,notifying him of my former protest to Mr. Colegrove. Up to the present I have been given no hearing on said matter,nor has my wages been restored. A copy of said letter to Mr. Dix is hereto attached and marked "Exhibit B." The only hearing or reply I have received from Mr. Dix is contained in the attached letter to V. K. Wedgworth,same being marked "Exhibit C."

I have purchased two Liberty Bonds of $50 each,one of the third and one of the fourth issue. I have not finished paying for the last named one,still owing $12 on it.

I request that I be restored to my former wages,as provided by the rules and regulations promulgated by the United States Railroad Administration.

Signed, Henry Wilson

Subscribed and sworn to before me this the 2nd day of May,1919.

V. K. Wedgworth

Notary Public, Tarrant County, Texas.

Fort Worth, Texas, April 4th, 1919.

Mr. D. D. Colegrove, Coppersmith Foreman,
Texas & Pacific Shops,
Fort Worth, Texas.

Dear Sir:-

I am the oldest coppersmith's assistant now employed by the Texas & Pacific Ry. Co. in the local shops, and, as I understand the rules now in force, I am entitled to a wage of 45 cents per hour.

I have recently been changed from my former position, and my pay has been cut to 35 cents per hour, which, as I understand, is a violation of the rules that have been promulgated by the government for the regulation of employes.

I therefore desire to protest against this change and reduction in pay, and request that I be given a hearing on the matter, in accordance with the rules prescribed by the Director General of Railroads.

Yours very respectfully,

(Copy)

Exhibit A.

April 8th, 1919.

Mr. Dix, Master Mechanic, Texas & Pacific Ry. Co.,
Fort Worth, Texas.

Dear Sir:-

On 4th inst. I wrote a letter for Henry Wilson, colored, who has been a coppersmith's helper in your local shops for about eight years, directing said letter to your Mr. Colegrove, who is the immediate superior of Wilson.

In this letter I protested against the cut in wages that you put in force against Wilson on April 4th. Under the classification that Wilson has been working under, he was entitled to 45 cents per hour, but now you have changed him to a different position and pay him only 35 cents per hour.

As I understand the rules now in force, Wilson is still entitled to his 45 cents per hour, regardless of the fact that you have changed his position, and this letter is written on behalf of Wilson as a protest against your action in so doing. As I understand the rules of proceedure, a protest must be made to the immediate superior, which we have done. Mr. Colegrove says that the matter is beyond him, and he gives us no satisfaction.

I am enclosing you the letter written by Wilson to Mr. Colegrove, and which was returned to Wilson without any action or satisfaction. Unless satisfaction is made in this matter we shall have to take it up with the administration, a thing which we hope to avoid.

Yours very truly,

V. K. Hedgpeth

Carbon Copy.

Exhibit B.

UNITED STATES RAILROAD ADMINISTRATION,
, Director General of Railroads,
TEXAS & PACIFIC RAILROAD.

Ft Worth, Texas, April 14, 1919.

Mr. W. K. Wedgworth,
Attorney,
City.

Dear Sir:

Your letter of April 8th, with reference to complaint from Henry Wilson, colored, coppersmith helper, in our local shop.

Wish to advise that the matter has been referred to higher authorities.

Yours truly,

L. J. Dix

Master Mechanic.

Exhibit C.

92049

May 6, 1919.

Dear Sir:

I am acknowledging for the Director General your letter of the 2nd inst., transmitting papers in connection with Henry Wilson having had his wages reduced while working for the Texas & Pacific Railroad.

Mr. W. S. Carter, Director, Division of Labor, is being requested to give this matter attention.

Sincerely yours,

(Signed) M. B. C.

Mr. V. K. Wedgworth,
Mitchell-Greer Bldg.,
Fort Worth, Texas.

C.R.

May 9, 1919

E-38-11

Mr. V. K. Wedgworth,
Mitchell-Greer Bldg.,
Ft. Worth, Texas.

Dear Sir:

This will acknowledge the receipt of your letter of May 2, addressed to the Director General, having reference to the rate of pay which Henry Wilson should receive, as colored workman at the T & P R R shops, Ft. Worth.

I am attaching hereto a copy of Supplement #4, and Interpretations Nos. 3 & 4 thereto. However, if Mr. Wilson does not feel that he is being fairly treated under the wage orders, I would suggest that he endeavor to adjust the matter personally with his superior officer in the employ of the railroad, and failing a personal settlement that the matter be handled thru his organization if he belongs to an association of railroad employes. If he does not belong to an employes' association then I would suggest that a joint statement of facts be prepared in accordance with the provisions of Supplement #6 to General Order #27, copy attached, and forwarded to this office, when the matter will have prompt attention and an adjustment effected.

Very truly yours,

J. A. Franklin

Assistant Director.

7-nws

E-38-11 89611

Director General of Railroads

APR 23 1919

DIVISION OF LABOR.

Monroe La

4-18-19

APR 23 1919

Mr Walker. D. Hines

Director General

As it is with the sadness of mine thinking of the way we ar treated in our work we of the colared race has did all we Could do & working for the U.S.R.R railroad these peoples paid us 31 Cent in octaber & on the first of febuary they paid us 35½ Cent & know they put us back to 33⅓ Cent & they says that the Govener has all of these roads Encharge & that should be the Case the Missouria & pacific is paying 37 Ct & has Ben

Sorry since the first of
January & allso paid back
time we cant live at
that I spoke to the foreman
& he wasnt live us no
satisfaction so we thought
we would rite you as to
let you Look the matter over
the cost of Living is so
fix that we just cant
make it & ask for your
advice it is $ 25 a mo is
in a suburbing Condishing
which please Look
threw the matter & advise

J. H. wells
514 Vicksburg st.
Monroe La.

89611

April 23, 1919.

Dear Sir:

I am acknowledging for the Director General your letter of the 18th instant, with regard to the pay of colored men on the Vicksburg, Shreveport & Pacific Railroad.

Your letter is being referred to Mr. W. S. Carter, Director, Division of Labor, for attention.

Sincerely yours,

(Signed) M. B. C.

Mr. J. W. Wells,
#514 Vicksburg St.,
Monroe, La.

C-L

April 25, 1919.

File E-38-11

Mr. J. W. Wells,
314 Vicksburg St.,
Monroe, La.

Dear Sir:

This will acknowledge receipt of your communication of the 18th instant, addressed to the Director General, with reference to the rate of pay applicable to you and certain colored associates.

You have not told me the sort of work you were doing so I am unable to send you the proper wage order. What kind of service do you and your associates render the railroad?

Very truly yours,

J. A. FRANKLIN

7-eg

4

DIVISION OF LABOR.

8492

E-38-11

MAY 6 1919

Monroe La

4-29-19

MAY 5 1919

Mr Walker. D. Hines

Washington. D. C.

Dear Sir Yours to hand Glad to state to you My occupation hear is 10. of us milks on the Coal shoat for 37 cent + the athers I milk at the round house one is a fire knocker one is a hostler helper + Engin wipers is the athers which please advise

J. W. Wells

+ 514. Vicksburg. st.

Monroe. La

May 14, 1919.

File R-38-11

Mr. J. W. Wells,
514 Vicksburg St.,
Monroe, Louisiana.

Dear Sir:

This will acknowledge receipt of your communication of the 29th of April, addressed to the Director General, with further reference to the rate of pay applicable to you and certain colored associates.

I am attaching hereto a copy of General Order No. 27 which would cover coal chute employees up until the issuance of Supplement No. 7 to General Order No. 27, copy attached, as well as copies of Interpretation Nos. 1 and 2 thereto attached.

However, if there are any injustices in or misapplications of any of these wage orders, I would suggest that you endeavor to adjust the matter personally with your superior officer in the employ of the railroad, and failing a personal settlement that the matter be handled through your organization; should you not belong to one, I would suggest that a joint statement of fact be prepared in accordance with the provisions of Supplement No. 6 to General Order No. 27, copy attached, and upon receipt of which in this office the matter will have further attention and an adjustment be effected.

Very truly yours,

J. A. Frank...

7-GE
Enc.

[redacted] Jacksonville, Fla. May [redacted] 1919

OFFICE OF DIRECTOR GENERAL OF RAILROADS

93274

E-38-1

Hon. J.R. Hines.
Director Gen. of Railroads.
Washington, D.C.

MAY 12 1919

We the Baggage and Mail Porters (COLORED) Are receiving 33-I-3 cents per hour for our services and are employed by the - - Jacksonville Terminal Co. of this City, And we would like to know if this is the proper Compensation for this service.

We beg to remain, Very Respectfully,

COMMITTEE Frank McPherson 533 Oak st
Wesley Hair

DIVISION OF LABOR.

MAY 13 1919

93274

May 12, 1919.

Dear Sir:

This will acknowledge receipt of your letter of May 10th, to the Director General, requesting to be advised regarding the proper wages you should receivesas baggage and mail porter for the Jacksonville Terminal Company.

Your letter is being referred to Mr. W.S.Carter, Director, Division of Labor, for prompt attention.

Sincerely yours,

(Signed) M. B. C.

Mr. Frank McPherson,
#553 Oak Street,
Jacksonville, Fla.

T*L

FILE

May 14,1919.

E-38-11.

Mr. Frank McPherson,
553 Oak Street,
Jacksonville, Fla.

Dear Sir:

This will acknowledge receipt of your letter dated May 10th, also signed by Wesley Hair, addressed to the Director General and referred to this Division, with reference to the rate of pay that should be applied to baggage and mail porters.

I attach hereto copy of Supplement No. 7 to General Order No. 27 and Interpretations Nos 1 and 8 thereto.

If there are any injustices in or misapplications of the wage order arising I would suggest that you endeavor to adjust the matter personally with your superiof officer, failing a personal settlement that the matter be handled thru your organization, if you belong to an association of railroad employes. Should you not belong to an employes' organization, a joint statement of fact should be prepared in accordance with the provisions of Supplement No. 6 to General Order No. 27, copy attached. Upon receipt of such a statement in this office, the matter will be adjusted.

COPY

Form G-77.

Yours truly,

J. A. Franklin

7-gh

MAY 15 1919
DIVISION OF LABOR.

OFFICE OF
DIRECTOR GENERAL
OF RAILROADS

93699

Tuscaloosa . Ala . May 12th, 1919 .

Hon. Walter.D.Hines .
Director General of R.R.
Washington . D.C.

[-38-11

MAY 14 1919

Most Honored Sir .

Mr. Smith Branch. of our Local Association of R.wy. Emplys.
Presents, A personal letter from you and the contents were carefully noted
We herewith in call your carefull attention to a grevance that
we have , since you have said to present the same to you;
we do not wish to worry your patience with any long matter that
is unjust; but pettion to you for justice to the Col- Train Men ,
and our rights to jobs that we held before the Goverment taking
over the Rail Roads . and paying the Col- Men the same pay that
are paid to the White Men for the same work; there is jobs that
have been held by Col.- Men for thirty years, now they are being
discharged , and White Men are being put in there places ,
since the pay are the same . the Col-, Men have been holding
theese jobs for the last twenty five or thirty years for small
pay. but now since the pay is the same , for the same work ,
the Col-. Men must loose out and his place filled by a White Man.
Our Local Rail Road Officals tell,s us that orders have been
Isued not to hire any moore Col-. Men. but as they discharge Col-.
Men they hire White men. we appeal to you for justice , and ask
you Mr . Director. will the Col-. Train Men. hold the same jobs
with Goverment control, as they did with private ownership ?
if so; when a Col-. Man is discharged , why not a Col-. Man hired
in his place, instead of a White Man ? as it were under private
ownership, and the pay were small; why not justice prevail ? thats
when a Col-. Man is discharged, hire a Col-. Man , and when a White
man is discharged , hire a White Man. as it is going now when a Col-.
man is discharged, they hire a White Man, and when a White Man is
discharged they hire a White Man. the pay is the same now , for the
same work. under Goverment control , we feel that we are unjustly
dealt with . and appeal to you for justice, as True and Loyal
employees and American Citzens. we will thank you to give this
matter your impartial attention at your earlest convenience .

Very Respectfully .

Col-. Association of R.Wy.Employees. Clayton Jordon Pres.

3506. 6th, St. Tuscaloosa . Ala .

93699

May 14, 1919.

Dear Sir:

I am acknowledging for the Director General your letter of the 12th instant with regard to railroad companies hiring white men in place of colored men.

Your letter is being referred to Mr. W. S. Carter, Director, Division of Labor, for attention.

Sincerely yours,

(Signed) M. B. C.

Mr. Clayton Jordan,
President,
Col. Association of Railroad Employes,
3506 - 6th Street,
Tuscaloosa, Alabama.

C:MC

May 16, 1919.

File E-38-11

Mr. Clayton Jordon, Pres.,
Col. Ass'n. of R.R. Employes,
3506 6th St., Tuscaloosa, Ala.

Dear Sir:

This will acknowledge receipt of your letter of May 12, addressed to the Director General and referred to this Division for reply, in which you state that old-time colored employes are being discharged and whits men employed to take their places.

Please give me instances where this has been done. I cannot act on a general complaint; I must have specific cases.

Yours truly,

J. A. Franklin

7-ERB

COPY

Form G-77.

E-38-17 93827

DIVISION OF LABOR
MAY 15 1919

OFFICE OF
DIRECTOR GENERAL
OF RAILROADS

Muskogee. Okla. May. 11. 1919

Mr Walker D. Hines

Director Genral of Railroads.

Washington D. C.

MAY 15 1919

Dear Sir I am riteing you for Enformation and for instruction. I am most a shure that you dont no any Thing about This & I Dont believe that you will take part in with such Doing as this. now the Negrees of The Railroads Shops in muskogee ar not being treated just lik we think that we aught to be treated in the laboring Department. The head arpishells of Theas Shops Willnot allow the foremans to Employ negro helpers in the Boilar machine & Blacksmith Shops as in the other parts Whare they Employ helpers. the M O & G. shop is located in the ~~color~~ negro Districk and When they want helpers & need them they will wait probly 2 or 3 week untill they can sind off some Whare to find White labor When they could Get them in 15 or 20 minuts. men Who ar Well Expearanced in Shop work men Who ar prepard Both Expearancely & phisocaly. Now Mr Hines We ar asking you if it is in your power to Do us a favor in that Way Will you pleas See after such as

that for the Negro race it will be highly apreshated. Again I will call your attention Whin Reduce of force is shurd the high arpichell give order to cut off all the Negroes & kep the White. they wat cit a cordiant to Sicarity. Whin the Negro is Bying murch L. Bonds as the White man & war Stamps also. So we thaught tho We would let you no a bout surch things that ar going on a mong the workey class of men. and We ar asking you to pleas take some step to Better tho if you pleas

Hapeing a payble and

Early reply

Henry Scott
Sam Walker
C/o P.O. Box # 61
Reeds Station
Muskogee Okla

93827

May 15,1919.

Dear Sir:

This will acknowledge receipt of your letter of May 10th, to the Director General, regarding the employment of colored labor by the Missouri, Oklahoma & Gulf Railroad.

Your letter is being referred to Mr. W. S. Carter, Director, Division of Labor, with request that same be given prompt attention.

Sincerely yours,

(Signed) M. B. C.

Mr. Henry Scott,
c/o P.O. Box 61,
Reeves Station,
Muskogee, Okla.

Y:MC

May 16,1919.

N-38-11

Mr. Henry Scott,
c/o P.O.Box #61,
Reeve Station,
Muskogee,Okla.

Mr. Sam Walker,
c/o P.O.Box #61,
Reeve Station,
Muskogee,Okla.

Gentlemen:

This will acknowledge receipt of your letter of May 11th addressed to the Director General and referred to this Division for reply with reference to the practice of the M. O. & G. RR in hiring white laborers to the exclusion of colored laborers and in discharging colored men before they dispense with the services of white employees.

With relation to the employment of laborers, this is a matter that is left entirely to the officers of the railroad, inasmuch as they are in a better position to tell exactly what sort of employees is necessary than would we be here in the Central Administration, and I do not think that there is anything that I can do that would help you unless it could be well established that colored men with the requisite experience had offered their services to the railroad at a time when the railroad actually needed help of the sort they had to offer and passed them by, taking on white men of inferior capacity.

However with regard to the discharge of employees if it is done in accordance with the established seniority rules, there is nothing I can do but if there is any injustice in or misapplications of the wage order, I would suggest that you endeavor to adjust the matter personally with your superior officer in the employ of the railroad and failing a personal settlement, that the matter be handled with your organization, if you are a member of an association of railroad employees. Should you not belong to an employees' organization then I would suggest that a joint statement of facts be prepared in accordance with the provisions of Supplement No. 6 to General order No. 27, copy attached, such statement to be signed by employees and their representatives as well as by the railroad offi-

cials and forwarded to this office. Upon receipt of such a statement in this office the matter will have prompt attention and an adjustment be effected.

Yours truly,

J. A. Franklin

7-AR

E-38-11

86161

Jno. L. Buckley
Attorney at Law
EX-JUDGE TENTH JUDICIAL DISTRICT
OF MISSISSIPPI

Office of
Director General
of Railroads

Enterprise, Miss. April 2nd, 1919.

DIVISION OF LABOR
APR 4 1919

APR 5 1919

Hon.W.D.Hines,
Director General of Railroads,
Washington,D.C.

My dear Sir:-

A negro Porter by the name of Eugene Hinton has been working in such capacity at the Depot of the New Orleans and North Eastern Railroad Company at this place for and at the sum of $70.00 per month.

The last two pay days,the Railroad Company,according to his statement,refused to pay him anything,for the reason,as claimed the Company had been paying him too much,and it still refuses to pay him for his services for the time stated above,which amount now due and owing him is $70.00.

He has requested me to appeal to you in order,that he may be paid for his labor.

As to the amount,which he should receive for his services,I direct your attention to Supplement No.7,to General Order No.27,Article 1,Paragraph (D) .

I trust,that you will let me hear from you and see that the negro receives the amount of $70.00 due for labor performed in behalf of said Railroad Company,and thereby greatly oblige,

Yours cordially,

Jno L. Buckley

JLB/EB.

86161

April 4, 1919.

Dear Sir:

I am acknowledging for the Director General your letter of the 2nd. inst. in behalf of one Eugene Hinton, who is porter at the depot of the New Orleans & North Eastern Railroad Company, and who has not received any pay the last two pay days owing to the fact that the Company claims that they have overpaid him.

Your letter is being referred to Mr. W. S. Carter, Director, Division of Labor, for attention.

Sincerely yours,

(Signed) M. B. C.

Mr. Jno. L. Buckley,
Enterprise, Miss.

C-W

April 7 , 1919
File E-38-11

Mr. John L. Buckley,
Attorney at Law,
Enterprise, Miss.

Dear Sir:--

This will acknowledge receipt of your letter of the 2nd instant, addressed to the Director General and referred to this Division, with reference to the case of Eugene Hinton, who has been refused salary for the last two pay periods for services rendered the NO&ME Railroad, the statement being made to him that this money has been refused on account of what had been previously paid him, to which he was not entitled.

Please be advised I am today taking this matter up with the Federal Manager, and upon receipt of his reply will advise you.

Yours truly,

J. A. FRANKLIN

7-LFS

April 7, 1919
File E-38-11

Mr. E. H. Coapman, Federal Mgr.,
New Orleans & Northwestern R.R.,
Washington, D.C.

Dear Sir:

I am in receipt of complaint from John L.Buckley, Attorney at Law, Enterprise, Miss., representing Eugene Hinton, Porter, in the employ of your road at that place, stating that Mr.Hinton has been refused salary the last two pay days for the reason, as stated to him, that the company had been paying him too much.

Will you please investigate this matter and advise me your findings?

Yours very truly,

J. A. FRANKLIN

CC: to
Mr.B.L.Winchell,
Regional Director,

7-LFS

UNITED STATES RAILROAD ADMINISTRATION
DIRECTOR GENERAL OF RAILROADS
SOUTHERN REGION

SOUTHERN RAILROAD LINES
AND ASSOCIATED RAILROADS

E. H. COAPMAN,
FEDERAL MANAGER

OFFICE OF FEDERAL MANAGER

9

E38-11-

WASHINGTON, D. C. May 13, 1919. *

DIVISION OF LABOR.

MAY 14 1919

Mr. J. A. Franklin,
Assistant Director, Division of Labor,
United States Railroad Administration,
Washington, D.C.

Dear Sir:

Your letter of April 7th, file E-38-11, in reference to complaint of John L. Buckley, Attorney at Law, Enterprise, Miss., representing Eugene Hinton, Porter, stating that Hinton has been refused salary the last two pay days.

Investigation shows, that through an error in applying Supplement No. 7 to General Order No. 27, Hinton was overpaid $128.07. This was not discovered for some little time afterwards, and the following deductions were made from his pay:

Second period February	$ 23.21
First period March	22.58
Second period March	4.84

leaving a balance due the company of $77.44 when he left the service.

Yours truly,

E H Coapman

Federal Manager.

May 16, 1919

E-38-11

Mr. E. H. Coopman, P. M.,
Southern Railroad,
Washington, D.C.

Dear Sir:

This will acknowledge the receipt of your letter of May 13, having reference to the complaint of John L. Buckley, Enterprise, Miss., representing Eugene Hinton, in regard to his salary, and thank you for the information contained therein.

Very truly yours,

J. A. Franklin
Assistant Director.

7-1878

May 16, 1919

E-38-11

Mr. John L. Buckley,
Enterprise,
Miss.

Dear Sir:

With further reference to your statement that Eugene Hinton has been refused salary for the last two pay periods for service rendered the N. O. & N. E. R. R.

Investigation shows that through an error in applying Supplement #7 to General Order #27, Hinton was overpaid $128.07. This was not discovered for some little time afterwards, and the following deductions were made from his pay:

Second period	February	. . . . .	$23.21
First "	March	. . . . .	22.58
Second "	"	. . . . .	4.84

leaving a balance due the company of $77.44 when he left the service of the railroad.

Very truly yours,

J. A. Franklin

Assistant Director.

7-1218

E

E38-11

UNITED STATES RAILROAD ADMINISTRATION
DIRECTOR GENERAL OF RAILROADS
SOUTHWESTERN REGION

MISSOURI, KANSAS & TEXAS RAILROAD
MISSOURI, KANSAS & TEXAS RAILROAD OF TEXAS
WICHITA FALLS & NORTHWESTERN RAILROAD
MISSOURI, OKLAHOMA & GULF RAILROAD
OKLAHOMA BELT RAILROAD

C. N. WHITEHEAD,
FEDERAL MANAGER

RAILWAY EXCHANGE BLDG.,
ST. LOUIS, MO.

April 18, 1919
DIVISION OF LABOR.
A-11

Mr. J. A. Franklin,
Assistant Director, Division of Labor,
Washington, D. C.

Dear Sir:

APR 21 1919

Referring to your letter of March 28th, file "E-38-11," concerning claim of Mr. J.E. Maney, train porter, San Antonio:

We have just received instruction from the Regional Director as to the classification of Train Porters, and will advise you further in regard to this party's claim within a short time.

Yours truly,

C. N. Whitehead

CLASS OF SERVICE	SYMBOL
Day Message	
Day Letter	Blue
Night Message	Nite
Night Letter	N L

If none of these three symbols appears after the check (number of words) this is a day message. Otherwise its character is indicated by the symbol appearing after the check.

WESTERN UNION TELEGRAM

NEWCOMB CARLTON, PRESIDENT — GEORGE W. E. ATKINS, FIRST VICE-PRESIDENT

CLASS OF SERVICE	SYMBOL
Day Message	
Day Letter	Blue
Night Message	Nite
Night Letter	N L

If none of these three symbols appears after the check (number of words) this is a day message. Otherwise its character is indicated by the symbol appearing after the check.

RECEIVED AT COMMERCIAL NAT'L BANK BLDG., 14th & G STS., N. W. WASHINGTON, D. C. ALWAYS OPEN

1959 LABOR'S 1 PM 59

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PALESTINE TEX 16

HON W S CARTER 1359

DIRECTOR DIVISION LABOR WASHINGTON DC MAY 17 1959

A COMMITTEE REPRESENTING THE COLORED TRAINMEN IN SOUTHWESTERN REGION WILL BE IN YOUR CITY MAY TWENTY SIXTH AND REMAIN A WEEK OR LONGER THEY DESIRE A CONFERENCE WITH YOU AT YOUR CONVENIENCE PLEASE ADVISE DATE AND HOUR SUBJECT GRIEVANCES AND ADJUSTMENT OF WAGE CONTROVERSIES

J W MCCREE

CHAIRMAN 315 ARBOR PLACE SANANTONIO TEXAS J C COLAR LOUISIANA E T BARBOM OKLA C STCLAIR TEXAS.

E-38-11

May 22, 1919.

Mr. J.M. McGree, Chairman,
515 Arbor Place,
San Antonio, Texas.

Dear Sir:

This will acknowledge receipt of your telegram of the 16th, in regard to colored trainmen in the southwestern regions appearing in Washington on May 26th.

While of course I would be glad to see you and your committee personally or through one of my assistants at the time you call, permit me to suggest that better progress would be made if you would submit your grievances as provided for in Supplement No. 8, copy of which I am attaching hereto for your information.

In regard to the question of wage adjustment, this is a matter that should be taken up direct with the Board of Railroad Wages and Working Conditions as this division has nothing to do with rates of pay.

Yours very truly,

W. S. Carter

encl.
5-vs

COPY

Form G-77.

E-38-11

Jno. L. Buckley
Attorney at Law
EX-JUDGE TENTH JUDICIAL DISTRICT
OF MISSISSIPPI

Enterprise, Miss. May 15th, 1919.

DIVISION OF LABOR.

Mr. J.A. Franklin, Assistant Director, Division of Labor,
Washington, D.C.

MAY 17 1919

Dear Sir:-

See your letter 7th, of April 1919 File E.-38-11 in re., to the claim of Eugene Hinton Vs N.O. and N.E. Railroad.

You stated, that you would look into the matter and advise me promptly. I have not had any repky to date.

I trust, that you will not over look the matter, but will adjust same without further delay, and oblige,

Yours very cordially,

Jno L. Buckley.

JLB/EB.

J. M. J.

Phila. Pa. May 28. 19.

1827 S. Chadwick &

Walker Ll. Kindly

E. 38611 Dear Sir

DIRECTOR GENERAL OF RAILROADS
MAY 23 1919
DIVISION OF LABOR
MAY 26 1919

I am writing you regards the way the Colored Station Porter has been treated.

Some of them are receiving a salary and have been always while others worked under the promise of a salary when the government came along during war.

95264

May 23,1919.

Dear Madam:

This will acknowledge receipt of your letter of May 20th to the Director General regarding the wages of station porters.

Your letter is being referred to Mr. W. S. Carter, Director, Division of Labor, for prompt attention.

Sincerely yours,

(Signed) M. B. C.

Mrs. Lea Smith,
1327 S. Chadwick Street,
Philadelphia, Pa.

Y:MC

June 4,1919.

E-38-11

FILE

Mrs. Lon Smith,
1327 S. Chadwick St.,
Philadelphia,Pa.

Dear Madam:

This will acknowledge receipt of your letter of May 28th addressed to the Director General and referred to this Division for reply with reference to the rate of pay colored station porters are receiving.

I attach hereto a copy of Supplement #7 to General Order No.27 and Interpretations #1 and #8 thereto. Should, however, any injustices in or misapplications of the wage orders arise, I would suggest that the matter be handled personally with the superior officer in the employ of the railroad and failing a personal settlement, that same be handled through their organization, if these men belong to an association of railroad employees. Should they not belong to an employees' organization, then I would suggest that a joint statement of facts be prepared in accordance with the provisions of Supplement No. 6 to General Order No.27, copy attached, such statement to be signed by employees and their representatives, as well as by the railroad officials and forwarded to this office. Upon receipt of such a statement in this office the matter will have prompt attention and an adjustment be effected.

COPY

Yours truly,

J. A. Franklin

Form G-77. 2—8675

7-AR

13437

Beardstown, Ill., June 11, 1918.

OFFICE OF DIRECTOR GENERAL OF RAILROADS
JUN 21 1918

Mr. McAdoo,

Washington, D. C.

Dear, Sir:-

In railroad passenger service there is a class of men known as joint express messengers and train baggagemen handling all express matter, railroad baggage, mail and railroad material, and on some runs U. S. mail pouches and are held responsivle for the proper discharge of their duties.

We work from ten to twelve hours per day, seven days a week, no overtime, our salary ranging from $75.00 to $80.00 per month.

In years past we received one monthly check from the railroad company, and one from the express company, but to evade giving us any increase granted railroad men, the railroad company authorized the express company to pay all of our salary settling with them at the head office.

Under this method we are not considered railroad employees and will not participate in the increase granted railroad employees by the railway commission.

Knowing that the railroad company pays part of our salary and feeling thatvwe are justly entitled to an increase on the part paid by the railroad company and being unorganized we appeal to you tobring our grievance before the proper authorities fully believing in the justice of our claims and your willingness to assist us.

We have been granted one increase in salary in ten years of $5.00 per month.

Yours truly,

Joint R. R. Baggagemen and Expressmessengers on Chicago, Burlington & Quincy, R. R.

DIVISION OF LABOR.

J. R. Bridge Chairman.

Galesburg Ill

JUN 21 1918

Committee:-

B. W Flaherty, Beardstown Ill

T. L. Riley Beardstown. Ill.

W. F. Arey Beardstown Ill

Fred Ingles Rushville, Ill.

W. H. Richardson Galesburg Ill

L. Bosserman Galesburg

June 28,1918

Mr. J. R. Bridge,

[redacted]sburg, Ills.

Dear Sir:-

Yours of the 11th instant, addressed to the Director General of Railroads, has been referred to the Division of Labor.

I attach hereto copy of Order No.27, and call your attention to Article III, sections A and B, with reference to hours of service, which will give you the information desired.

With reference to the increase granted by Order No.27, it would apply to that portion of the salary paid by the railroad company direct.

Yours very truly,

Assistant to the Director.

P.S. Please consider this letter as equally addressed to all members of your committee.

24

UNITED STATES RAILROAD ADMINISTRATION
W. P. Co. 15379—500M Mar. 19 William G. McAdoo, Director General of Railroads

E-78-11

FORM 369

ATLANTIC COAST LINE RAILROAD COMPANY

DIVISION OF LABOR.

Raeford N.C.
June the 2nd 1919

Mr. J. A. Franklin asst. Director
Washington, D.C.

JUN 4 1919

Dear Sir

I am an employee A.C.L.R.R. Co. have been in the water Supply 7 years was Pump repairer helper Jan. the 1/1918 and since then until about the last of April this year — under supplement to 4 I think I am entitled to 45 ¢ Per hour for my Services as helper Will you Please advise if I come under supplement to 4

Respectfully

Albert Liggin (col.)

Pumper

FILE

June 6, 1919

E-38-11

Mr. Albert Liggin,
Ravenel, S. C.

Dear Sir:

This will acknowledge the receipt of your letter of June 2, with reference to back pay you claim to be due you.

I attach hereto a copy of Supplement #4 to General Order #27 and Interpretations Nos. 1, 2, 3 & 4 thereto. However, if you do not feel that you are being properly treated under the wage orders, I would suggest that you endeavor to adjust the matter personally with your superior officer in the employ of the railroad, and failing a personal settlement, that the matter be handled thru your organization, if you belong to an association of railroad employes. If you do not belong to an employes' organization, then I would suggest that a joint statement of facts be prepared in accordance with the provisions of Supplement #6 to General Order #27, copy attached, and forwarded to this office, when the matter will have prompt attention and an adjustment effected.

Very truly yours,

J. A. Franklin

Form G-77.

7-nws

SOUTHERN RAILWAY COMPANY

MAINTENANCE OF WAY DEPARTMENT

LABOR 74410

DIRECTOR GENERAL OF RAILROADS

FEB 7 1919

E 34-11

FEB 8 1919

Mr. Walter D. Hines, Birmingham, Ala., February, 5th. 1919.

Director General of R.R.

Washington, D.C.

Dear Sir:-

It does not look exactly right for me the RELIEF MEN; who follows the WRECKER out on the line of road to approach you the executive head of railroads in part, so early or almost on the event of your appointment, but circumstances forces us to take some steps to get what is due us and what the one whom you have succeeded said we should get, in an order dated November 29th. 1918; Interpretation No.4 to General Order No. 27. Based on Employee's Claim, and the Decision made by Mr. W.G. McAdoo, and just how he said for them to be paid for every hour of service rendered by them previousto this interpretations, begining from the first of January 1918.

Now, Mr. Hines, your honor we colored men have been working in the Relief Department, better known as the WRECKER for some 10 or 12 years consecutively, and has always give entire satisfaction and worked diligently and now we appeal to you as our only source from which justice and fairness can be obtained. Kindly note as follows the number of hours overtime worked each of the first five months during 1918-

January	293	HOURS.
FEBRUARY	263	"
MARCH	287	"
APRIL	276	"
MAY	251	"
	1370	TOTAL number of hours overtime @ 20¢

SOUTHERN RAILWAY COMPANY

MAINTENANCE OF WAY DEPARTMENT

an hour. Sir, we have only drawn about $30.00 dollars to the man as back-pay and have never drew another cent. The time-keeper for the A.G.S.R.R. tells us that we did not get not even a margin of our back-pay, that we are trying to be cheated out of this money, and we as poor negroes ddo appeal to you as our recognition in this particular event.

Again your honor, we have been laboring for the said A.G.S.RRR. Company for a number of yaars and are experienced men in the line of service we are engaged. Kindly advise waht disposition made of this grievance, and note separately as named.

1 Russellassell Jons

2 Nick Kelley

3 Same Davis

4 _____

5 _____

6 _____

7 _____

8 _____

NB:
Mr. W.B. Bunn, MASTER-MECHANIC FOR ALA. Great SOUTHERN R.R.

(COPY.) Russell Jones
Birmingham Ala
2 P.30 Av E. South

June 9, 1919
E-88-11

FILE

Mr. Russell James,
2430 Avenue E, South,
Birmingham, Ala.

Dear Sir:

This will acknowledge receipt of your letter of February 5th, addressed to the Director General, with reference to rate of pay applicable to men employed on wrecker.

I attach hereto a copy of supplement No. 4 to General Order No. 27 and would call your attention to Section 6, Article 1 thereof, and Section 1 and Section 2 and 2A of Article 2. I also attach copy of Interpretation No. 15 and Supplement, which further clarifies its meaning.

Should, however, any injustices or misapplications of the wage orders arise, I would suggest that you endeavor to adjust the matter personally with your superior officer in the employ of the railroad and failing a personal settlement, that the matter br handled through your organization, if you belong to an employes' association. Should you not belong to an employes' association, then I would suggest that a joint statement of fact be prepared in accordance with the provisions of Supplement No. 6 to General Order No. 27, copy attached, such statement to be signed by employes and their representatives, as well as by the railroad officials, and forwarded to this office. Upon receipt of such a statemtnt in this office, the matter will have prompt attention and an adjustment be effected.

2—8679

Form G-77.

Yours truly,

J. A. Franklin

7-bcc

Name of Railroad — LOUISVILLE & NASHVILLE

Class of Service — Colored laborers in the lumber yards

Question Involved — Claim helpers' rates under Article X Int. 3 to Sup. 4

Railroad contends these employes come under Article V of Sup. 7.

Colored laborers in the lumber yards at Albany, Alabama, L&N R.R. claim helpers' rates under classification of Material Carriers, Article X, Int. 3 to Sup. 4. Railroad contends these employes come under Article V of Supplement 7.

UNITED STATES RAILROAD ADMINISTRATION
W. G. McADOO, DIRECTOR GENERAL OF RAILROADS

FORM 61

LOUISVILLE & NASHVILLE RAILROAD
LOUISVILLE, HENDERSON & ST. LOUIS RAILROAD
NASHVILLE, CHATTANOOGA & ST. LOUIS RAILROAD
TENNESSEE CENTRAL RAILROAD
BIRMINGHAM & NORTHWESTERN RAILROAD

OFFICE OF FEDERAL MANAGER, LOUISVILLE, KY.

E - 38 - 11

W. L. MAPOTHER,
FEDERAL MANAGER.

LABOR

January 2, 1918.

Mr.W.S.Carter,
Director, Division of Labor,
Washington, D.C.

JAN 4 1919

Dear Sir,

A difference of opinion in regard to the classification which should be applied to certain colored employees in the lumber yard at Albany, Ala., has developed, and I enclose herewith three copies of joint statement showing the positions taken by such employes and the L.& N.R.R.

The employees claim that they should be classified as "material carriers" under Interpretation No.3 to Supplement No.4 to General Order No.27, while it is our contention that they come under the provisions of Article 5 of Supplement No.7 to General Order No.27.

The employees in question have no organization, and for this reason, the statement is not prepared strictly in accordance with Circular No.65, in that they do not bear the approval of the chief executive officer of an organization. The statement on behalf of the employees has been signed by three of the men involved.

Yours truly,

W L Mapother

Federal Manager.

Enc

M

Albany, Ala. Dec. 19, 1918.

Mr. H. S. Carter,
Director, Division of Labor, U. S. Railroad Administration,
Washington, D. C.

Dear Sir:-

Concerning the claim of a group of 16 employees of the Louisville & Nashville Railroad with regard to the rate of pay and classification, assigned to them, we submit the following for your consideration.

Language of Wage Order.

Interpretation No. 3 to General Order 27 and to Supplement No. 4.

Article X.
Material Carriers and Helpers.

(a) Material carriers in Supplement No. 4, Article 1, Section 6-B, applies only to employes regularly engaged in selecting and distributing material to mechanics in car department.

(b) Laborers shall not be classified as helpers in the seven basic trades, unless they actually perform work recognized as helpers' work.

Supplement #7 Article 5,

(b) For all common labor in the departments herein referred to and not otherwise provided for, who were on January 1, 1918, prior to the application of General Order No. 27, receiving less than sixteen (16) cents per hour, establish a basic minimum rate of sixteen (16) cents per hour, and to this basic minimum rate and all hourly rate of sixteen (16) cents and above, add twelve (12) cents per hour, establishing aminimum rate of twenty-eight (28) cents per hour, provided that the maximum shall not exceed forty (40) cents per hour.

JOINT STATEMENT OF FACTS.

The above employees are engaged in conveying rough lumber from the lumber yard to the planing mill on push cars, requiring about four men to each car. When conditions do not require this number of employees for this purpose, part of them are used in unloading and stacking rough lumber in the yard from time to time.

These men are under the direct supervision of the foreman of the lumber yard. All lumber is assorted and stored in stacks of uniform dimensions and kind under the direction of the foreman of the lumber yard or the lumber inspector. In bringing lumber to the mill the foremen of the mill deliver to them written slips with the dimensions and kind of lumber thereon as required by the mill. These slips are generally given to one particular employee (who can read) in each group

...our to the car. In case they are undecided as to kind, dimension or the stack of lumber from which to load they consult the foreman of the lumber yard for instructions, otherwise they load this material from the stack in which they know it is stored and deliver same to the mill, there beingonly one delivery track within the mill.

These employes have always been classed and paid the common labor rate which was 18 cents per hour on January 1st., 1918. This rate had been increased 12 cents per hour in accordance with Supplement #7 to General Order #27, Art. V Section (b) establishing the present rate of 30 cents per hour from Sept. 1st., 1918.

CONTENTION OF CLAIMANTS.

In conveying the rough lumber from the lumber yard to the Planing Mill we have to exercise discretion and accuracy in selecting the proper and suitable material for the purpose desired, whereas another group of workers in said shops, carry the dressed material from the Planing Mill to the car repairers about the same distance from the mill to the car repair department as from the lumber yard to the mill. This last named group are classed as carmen helpers or material carriers and receive 45 cents per hour. We, therefore, contend that we should be allowed the rate provided for materialcarriers, viz; 45 cents per hour from January 1st., 1918 and that we be classified as material carriers instead of common laborers.

CONTENTION OF RAILROAD.

It is our understanding of Article X of Interpretation #3 to Supplement #4 that only such employees are to be considered as material carriers who select and deliver material to the car repairers after same has either been made ready for the car repairer to apply to the car or else in such form that would enable the car repairers to whom it was delivered to shape or trim the material before applying same to car with such tools that they are commonly required to have or use in repairing cars.

It is our opinion that the duties required of these employes may not consistently be considered as helpers' work and that section (b)

of Article X of Interpretation #3 to General Order #27 and Supplement #4 applies to the class of work which these employees are performing.

We feel that the rating and classification allowed them under Section (b) of Article V of Supplement #7 to General Order No. 27 was the proper application of the wage order in their case.

W. L. Mapother

FEDERAL MANAGER
LOUISVILLE & NASHVILLE RAILROAD

John Logan

Monda Godlew

Cal Barnett

Shop Committee.

Albany, Ala. Dec. 19, 1918.

Mr. W. S. Carter,
Director, Division of Labor, U. S. Railroad Administration,
Washington, D. C.

Dear Sir:-

Concerning the claim of a group of 16 employees of the Louisville & Nashville Railroad with regard to the rate of pay and classification, assigned to them, we submit the following for your consideration.

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to the car. In case they are undecided as to kind, dimension or the stack of lumber from which to load they consult the foreman of the lumber yard for instructions, otherwise they load this material from the stack in which they know it is stored and deliver same to the mill, there beingonly one delivery track within the mill.

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It is our opinion that the duties required of these employes may not consistently be considered as helpers' work and that section (b)

of Article X of Interpretation #3 to General Order #27 and Supplement #4 applies to the class of work which these employees are performing.

We feel that the rating and classification allowed them under Section (b) of Article V of Supplement #7 to General Order No. 27 was the proper application of the wage order in their case.

W F Manoher

FEDERAL MANAGER
LOUISVILLE & NASHVILLE RAILROAD

John Logan

Alonzo Jarrett

Cal Barnett

Shop Committee.

January 17, 1919.

Mr. W. L. Mapther, Federal Manager,
Louisville and Nashville Railroad,
Louisville, Kentucky.

Dear Sir:

This will acknowledge receipt of your letter of January 2nd addressed to the Director of the Division of Labor, enclosing copies of joint statement concerning difference of opinion with regard to classification of colored employes in the lumber yard at Albany, Ala., Shops, such statement being signed by you and three representatives of the employees.

Inasmuch as this difference of opinion seems to have arisen between the officials and a class of employes not working under an agreement between the Louisville and Nashville Railroad and any railroad labor organization; it is therefore not a case that can be referred to any Railway Board of Adjustment and I am filing copy of the statement with the Board of Railroad Wages & Working Conditions under the provisions of Supplement No. 6.

As soon as an interpretation is issued by the Director General based upon recommendation of the Board of Railroad Wages & Working Conditions which will dispose of this controversy, you will be furnished with copy of it.

Very truly yours,

H. H. REED

4-MML

Special Assistant to Director.

January 17, 1919.

Mr. H. H. Haines,
Chairman, Board of Wages & Working Conditions,
Washington, D. C.

Dear Sir:

I am enclosing herewith copy of joint statement signed by Federal Manager Mapother of the Louisville and Nashville Railroad and by John Logan and two other employes representing committee of colored employes in the lumber yard at Albany, Ala., Shops of the Louisville and Nashville Railroad, in which they request interpretation of wage orders which will determine whether it was the intention that colored employes in the lumber yard should be paid under Article 111 of Supplement No. 4 as material carriers or under Article V of Supplement No. 7 as station or store house employes.

This statement is being referred to you in accordance with Supplement No. 6 to General Order No. 27, and when an interpretation is recommended that will dispose of this contention, I should be glad to receive advice together with number of recommended interpretation in order that the matter may be followed up and closed out at the earliest possible date.

Very truly yours,

H. H. REED

Special Assistant to the Director.

4-MHL.

Encl.

L & N Ry

UNITED STATES RAILROAD ADMINISTRATION

DIRECTOR GENERAL OF RAILROADS

WASHINGTON

BOARD OF
RAILROAD WAGES AND WORKING CONDITIONS

F. F. GAINES, CHAIRMAN
A. O. WHARTON, VICE CHAIRMAN
J. J. DERMODY
C. E. LINDSAY
W. E. MORSE
G. H. SINES

J. A. EMMART, SECRETARY

SOUTHERN RAILROAD BUILDING
1300 PENNSYLVANIA AVE.

January 23, 1919.

Refer to Docket No. 215

Mr. W. S. Carter,
Director, Division of Labor,
Washington, D. C.

Dear Sir:-

Your letter of January 17th relative to colored laborers in the lumber yards at Albany, Alabama, L. & N., claiming helpers rates under classification of Material Carriers.

This question is very definitely covered by Interpretation No. 3 to Supplement 4 and General Order 27, Article X.

The Board suggests that where cases are fully covered by existing interpretations, they should not be referred to us, especially where the case is local, and not handled by the Federated Shop Crafts.

The volume of Wage Orders and interpretations, national in scope, is so great that it will cause serious delay to matters of national importance if trivial matters of this nature must be handled.

Yours truly,

BY ORDER OF THE BOARD.

F. F. Gaines
Chairman.

June 9, 1919.

FILE

C-38-11

Mr. W. L.Mapother, Federal Manager,
Louisville and Nashville Railroad,
Louisville, Kentucky.

Mr. John Logan, Representative,
Shop Committe, L.& N.R.R.,
Albany, Ala.

Gentlemen:

Referring to joint statement of facts in regard to the classification which should be applied to certain colored employes in the lumber yard at Albany, Alabama, transmitted with Mr. Mapother's letter of January 2nd, 1919.

I am attaching hereto a copy of Interpretation No. 21 to Supplement No. 4 to General Order No. 27, and would advise that unless the employes doing actual work of mechanics' helpers they are considered as laborers.

Very truly yours,

W. S. Carter

COPY

S-gh

2—8075

Form G-77.

E-38-11

97808

G. O. CHENAULT
ATTORNEY AND COUNSELOR AT LAW
ALBANY, ALABAMA

OFFICE OF DIRECTOR GENERAL OF RAILROADS
DIVISION OF LABOR
JUN 7 1919

June 4, 1919.

Honorable Walker D. Hines,

Director General of Railroads,

Washington, D. C.

Sir:

JUN 7 1919

I write you in behalf of two employees in the roundhouse in the Louisville & Nashville Railroad Shops in this City. They are H. Brown and Isham McDonald. They have been employees in this shop for twelve and twenty years. They are now hostlers in the roundhouse- their business being to handle the engines in and out of the roundhouse, and to the coal chute and to the water tank, and generally, wherever hostler's duty calls them. These hostlers at this place work in three shifts of eight hours each. These men are colored men and work in one shift, and the other two shifts are white men. The white men receive pay of $4.23 cents per day of eight hours each, and these colored men receive $3.22 per day for eight hours of same work. They succeed white men on the job when it comes time for their shift, and they are in turn succeeded by white men when their shift is over. They do the same work that the white men do and receive $1.01 less per day of eight hours than the white man receives. This has been true all of this year. Please investigate this matter and ascertain whether of not these men should be discriminated against on account of their color, and advise me as early as is convenient.

Yours very truly,

G O Chenault

97808

June 7, 1919.

Dear Sir:

In behalf of the Director General I am acknowledging receipt of your letter of the 4th inst. requesting to be advised if H. Brown and Isham McDonald, colored hostlers for the Louisville and Nashville Railroad, are not entitled to the same rate of pay as white hostlers at the same place.

Your letter is being referred to Mr. W. S. Carter, Director, Division of Labor, for attention.

Sincerely yours,

(Signed) M. B. O.

Mr. G. O. Chenault,
Albany, Alabama.

Y*W

June 10,1919.

E-38-11

FILE

Mr. G.. O. Chenault,
Attorney and Counselor at Law,
Albany, Alabama.

Dear Sir:

This will acknowledge receipt of your letter of June 4th addressed to the Director General and referred to this Division for reply with reference to the rate of pay received by Messrs. H. Brown and Isham McDonald, who I understand to be hostlers.

I attach hereto a copy of General Order No.27 and Supplement No. 7 thereto together with Interpretations #1 and #8 to the Supplement. Since theissue of these wage orders Supplement No.15 has come out and I also attach a copy of that for your information.

COPY

Should, however, any injustices in or misapplications of the wage orders arise, I would suggest that you endeavor to adjust the matter personally with your superior officer in the employ of the railroad and failing a personal settlement, that the matter be handled through your organization if you are a member of an association of railroad employees. Should you not belong to an employees' organization then I would suggest that a joint statement of facts be prepared in accordance with the provisions of Supplement No. 6 to General Order No.27, copy attached, such statement to be signed by employees and their representatives, as well as by the railroad officials and forwarded to this office. Upon receipt of such a statement in this office the matter will have prompt attention and an adjustment be effected.

Form G-77.

2—8075

Yours truly,

J. A. Franklin

7-AR

E 038-11 97807

G. O. CHENAULT
ATTORNEY AND COUNSELOR AT LAW
ALBANY, ALABAMA

DIVISION OF LABOR
OFFICE OF DIRECTOR GENERAL OF RAILROADS

June 4, 1919.

Honorable Walker D. Hines,
Director General of Railroads,
Washington, D. C.

JUN 7 1919 JUN 7 1919

Sir:

I write in behalf of three machinists in the roundhouse in the Louisville & Nashville Railroads shops of Albany, Alabama. These parties are; R. B. Gray, Cye Guess and William Gee. These three men had been working in this capacity at this place from five to twenty-five years. Jan. 1, 1918, when the new scale and adjustment of wages under General Order, NO. 27, became effective. The sdale of wages under General Order NO. 27, issued by Mr. McAdoo, for men in this class of work is 68 cents per hour. These three men worked at 45 cents an hour during the year 1918, except the first half of August, when they received 68 cents per hour. This increase was then deducted from their pay during the last half of August, so as to cut them down to an average of 45 cents for the month of August. Then in December they received back pay of three cents per hour for four months, which really made their wages for 1918 45 cents an hour for eight months and 48 cents an hour for four months, and they have drawn 48 cents an hour for all of 1919, up to this time. These three men are all colored men, and their ground of complaint is, that the scale of wages under General Order NO. 27, and supplements thereto is 68 cents per hour. They feel that theyare discriminated against on account of their color, because they work in one shift, there being three shifts of eight hours each on this job- two shifts of white men and this shift of colored men. The white men

G. O. CHENAULT
ATTORNEY AND COUNSELOR AT LAW
ALBANY, ALABAMA

do the same work and relieve the colored men at the end of their shift, receive pay at the rate of 68 cents per hour, while the colord men are held at 48 cents an hour. These men are competent, efficient and faithful; and as they understood the rules governing the Administration of the Railroads under the Director General, it is required that all employees doing the same or similar work, are entitled to receive the same pay, and are not to be discriminated against on account of their color. I write you, at their request, to ask that you take this matter up through the proper channel, and ascertain whether or not they are entitled to this rate of 68 cents per hour. If so, they are entitled to receive back pay of 23 cents an hour, for eight months of 1918, 20 cents an hour for four months of 1918, and 20 cents an hour for all of the year 1919 up to this time. When it comes time for the shift, these men carry on the identical work that is carried on by the white mem, and the white men are receiving 68 cents per hour and the colord men receiving 48 cents per hour, for eight hours each. Please let me hear about the matter as early as you can.

Respectfully,

Yours v

G O Chenault

97807

June 7, 1919.

Dear Sir:

In behalf of the Director General permit me to acknowledge your letter of June 4th regarding the claims of Messrs R. B. Gray, Cye Guess and William Gee for back pay account services with the Louisville & Nashville Railroad.

Your letter is being referred to Mr. W. S. Carter, Director, Division of Labor, with request that same be given prompt attention.

Sincerely yours,

(Signed) M. B. C.

Mr. G. O. Chenault,
Albany, Alabama.

Y:MC

June 10,1919.

B-38-11

Mr. G. O. Chenault,
Attorney and Counselor at Law,
Albany, Ala.

Dear Sir:

This will acknowledge receipt of your letter of June 4th addressed to the Director General and referred to this Division for reply with reference to the rate of pay that should have been received by R. B. Gray, Cye Guess and William Gee, the contention being that they should be paid as full-fledged machinists whereas they have received by 45¢ per hour.

I attach hereto a copy of Supplement No. 4 to General order No.27 and Interpretations #3 and #4 thereto. Should, however, any injustices in or misapplications of the wage orders arise I would suggest that the employees endeavor to adjust the same by handling personally with their superior officer in the employ of the railroad and failing a personal settlement, that the matter be handled through their organization if they are members of an association of railroad employees. Should they not belong to an employees' organization then I would suggest that a joint statement of facts be prepared in accordance with the provisions of Supplement No. 6 to General Order No.27, copy attached, such statement to be signed by employees and their representatives, as well as by the railroad officials and forwarded to this office. Upon receipt of such a statement in this office the matter will have prompt attention and an adjustment be effected.

Yours truly,

Form G-77. 2—8078

J. A. Franklin

7-AR

LABOR
65962

E 38-11 OO

JAN 2

Houston, Tex. Dec. 25/18

Mr. W. S. McAdoo.
General Director of R. R.
Washington. D.C.

Dear Sir-

I understand from Supplement no. 4 to General order no 27 artic 11 sec 1 reference to rates for car men. I also understand that the Colored man is to receive the same rates that the white man does doing the same work. Not so in the T. & N. O. Shop at Houston Tex. Especially in my department in the roundhouse on Running repair work. I am working under a white man who have been on the job for more than twenty years and understand the job well. As to my part there are three of us who come on the same job work the same engines all of these three men come on at seven am every morning and off at four Pm. These two dagoes work the trucks. I work the tank hose, the water valves, cupple and uncupple water tanks to engines, Clean strainers tighten and put all water vales in small water tanks Connect all disconnected valves

P.S. I make all of the Tank

Take out an put in drawbars, and do truck work when shorthanded. This is the way that this work is divided: As to truck work for more than five years I did truck work last winter I had charge of all of the night work with one helper and more if needed: His night man a white one quit. He put me on the job. The white man was getting one hundred fifteen dollars Me a colored man seventy. I quite on the account: I have been on this job for more than seven years, have as much experience as any man on it why not pay me fifty eight: This man treated me shabby on the general raise: 1915 I was getting twenty cts per hour. 1916 & 1917 I was getting twenty two cents. 1918 he raised me to twenty four cents this is what all of the so called car men was getting we were all the same then, now when the General raise came in 1918 he recommended for the negroes twenty nine three quarter the dagoes, Mexicans, and white men thirty one and a quarter: The next raise with the classes (45. 58 and 68) He put all of the negroes as helpers rated them at forty five cent the dagoes Mexicans and white men from

forty eight to fifty eight cents I am the oldest negro on the job but have as much experience as any man on it the man now for man over the round house gang now he and I was partners on the same job. Seven years ago: Now as to steps taken to get my right I called Frank Schmidt's attention this is my General Tank shop foreman his answer was wait until all of the back pay was paid and then he would take up the matter I told him now before so I could get all that was coming to me but nothing doing. I went to Mr. J. F. Sullivan Supt of Shops. He sent me to his chief clerk & talked to him: He could not do any thing he put the causes up to Frank Schmidt my Gen. foreman: I then went to J. M. Power Supt of Motor power this was more than two months ago I will take up the matter said he. All of this availed nothing Now I come to you as I have no other one to look. I have bonds to pay for and working eight hours a day at the high cost of food I get nothing if I was getting that which I am intitle to I would be all right

Now by me taking this step to secure my rights may cost me my job I have no one to aid me in this so I must fight it out alone. Frank Schmidt told me today that this was the only way that I could get it. So now I put the matter to you for your consideration hoping this may receive a favorable consideration. I hold that I am intitle to fifty eight cents per hour.

Very Respectfully

W. V. Spencer

3408 Bear St.

Houston Tex

January 6, 1919.

File B-36-11

Mr. W. N. Spencer,
3408 Bear St.,
Houston, Tex.

Dear Sir:

Your letter of Dec. 25, addressed to the Director General, with reference to rate of pay applicable to the position you hold with the L. N. O. Railroad, at Houston, Texas, has been referred to this Division.

If you feel that there has been any injustice in, or misapplication of the wage orders, I would suggest that you first try to adjust the matter with your superior officer of the railroad. If you are unable to effect a settlement with him, then I would suggest that you ask him to join you in the preparation of a joint statement of fact, in accordance with the provisions of Supplement No. 6 to General Order No. 27, copy attached, and on receipt of such statement in this office the matter will have further attention.

Yours truly,

J. A. FRANKLIN

Assistant Director.

Enc.
7-MBB

E 38-11

DIVISION OF LABOR.

Houston Texas
March 3rd 1919

MAR 12 1919

Mr. W. S. Carter
Gen. Director of Labor Board
United States Administration
Washington D.C.

Dear Sir -

Pardon me for taking up of your very much of your valuable time with a letter of this kind as I know no other way to do. I understand from supplement no 14 to Gen. order no 27 article II Sec. 1 in reference to rates for car men That the colored man should recive just as much as the white man doing the same work. Not so in the I. N. O Round House in Houston. There seem to be discrimination especially in my department: I have been on this job that I am on doing the same work as the other man for seven years: While the whites get from fifty four to fifty eight per hour: I get only forty five: There are five men of us come on running repair work at seven am O'clock: Three of these white two colored The whites get from fifty four to fifty eight The colored forty five: My work is looking after lost motion between engine and tank ..., Broken Chaphon Irons. Drawbars' Safty bar

and chains, Pins, and repairing and making tank water hose that connects the tank to the engine cupping and uncupping engines from tanks while the white men look after the trucks & pilots all of these men work on the same engine This is called hot and running repair work. I have seven years experience in tank and water valve work on tanks and if these men are worth fifty eight cents I ought to have it too I am no helper I am responsible for my own work: In reference to my rates 1915 I was getting twenty cents per hour 1916 I was getting twenty two cents per hour 1918 I was raised to twenty ~~four~~ with the whites and when they raised me up with them at that time: Now they had not learned any more nither had I: Why did'nt they raise me with them all along to fifty eight cents: Now when I first went the foreman recommended those whites he puts them to 31¢ the 29¾ The next recommendation was the whites those who had served on the job four years 68 cents I had served on the job seven years only got 45¢ What is this how does it look to you This goes to show the very same man now foreman over us. Seven years ago was my partner work together for over nearly two years he was promoted to night foreman on the tank

Job from night foreman to day foreman: Dur-
ing the winter of 1917 I was on the same Job had
the entire work with one man as helper with
sometimes none but me alone I refer You to
Chorley Bossham over night Round house foreman at that time as to
the truthfulness of this statements I refused to stay on
the Job after I recovered from a spell of sickness be-
cause they paid the white men one hundred and fifteen
me about seventy two or three dollars per month. Now Mr.
Carter I have been from my foreman to the Supt.
of motor Power all that I can get I will look into
the matter. The only way that the colored can do in
our department is to take up the matter with You
and get You to call or have the matter investigated I
know of no other way to do because they are not going
to do anything along this line. F. Schmidt told me after
all of the back pay was settled then he would take the matter up
This is why I was rated so to knock me out of all that he could
none of the men are going to join me in getting what
is due for me to have simply because they could have
rated or had me rated right at first. I am not
working for these men I am doing government
work and I think You ought to see that all men are
treated alike along this line Now I have liberty

bonds to pay for now there is another bond coming out. How do you expect for me to do when this men wont do for me as they are required to do. According to Mr. W. G. McAdoo's ruling I should have been drawing fifty eight cents along with these White men from January 1918 upto the present time. I could meet my liberty bonds without strain too. Further more where I am taking out fifty I could raise mine to a hundred Now Hon. Cayler I know of no other way to get this investigation only through your orders will come way

I now submit this statement to You In order to show yr as a Goverment employe I am not getting justice hopping to hear from Yr with a favorable Reply

Very Truly Yours

W. N. Spencer

3408 Baer St.
Houston
Tex.

March 14, 1919

E-38-11

Mr. W. H. Spencer,
3408 Baer Street,
Houston, Texas.

Dear Sir:

This will acknowledge the receipt of your letter of March 3, addressed to Mr. W. S. Carter, Director of the Division of Labor, with reference to the rate of pay accorded you under Scupplement #4 as a colored man in comparison with the rate of pay accorded the same work under the same Supplement to white employes.

Should any injustices or misapplications of the wage orders arise, I would suggest that you endeavor to adjust the matter personally with your superior officer in the employ of the railroad, and failing a personal settlement, that the matter be handled thru your organization, if you belong to an employes' association. Should you not belong to an organization of this sort, then I would suggest that a joint statement of facts be prepared in accordance with the provisions of Supplement #6 to General Order #27, copy attached, such statement to be signed by the employes or their representatives, as well as by the railroad officials, and forwarded to this office. Upon receipt of such a statement in this office the matter will have prompt attention and an adjustment effected.

Very truly yours,

J. A. FRANKLIN

7-mws

Assistant Director.

DIVISION OF LAB

E 38-14

Houston Tex May 7" 1919

MAY 12 1919

Mr J. A. Franklin
Asst Director Gen of Labor.
Washington D C.

Dear Sir-

You suggested to me to get my superior officer of the T. N. O shops Gen Yard foreman Frank Schmidt to write a joint letter of facts concerning my rates or to put the matter in the hands of my labor organization if I belong to any that you would adjust the matter at once. As I am not a member of any Labor organization. I tried to get a letter through my superior officer Frank Schmidt Gen Yard foreman T.N.O. shops. to assist me in this matter but nothing doing I have tried these shop magers even from my foreman Frank Schmidt T.F. Sullivan who refuse to talk with me but sent me to his chief clerk also to the Supt of Motor Power still there is nothing doing ever since I was first rated by the Federal raise I have been trying to get my rights as a man doing the same

class of work as the other man under the same foreman for seven years or more I have tried all of these shop men even went so far as to write a joint letter. and the letter that you wrote advising me what to do to get them to do the right thing by me all of this amounted to nothing. I have tried all but Mr. W. B. Scott Federal manager of the T. N. O. Railroad I hold that I am entitled to just as much as the rest of the men as I told you in my first letter my work uncoupling and coupling tank to engines this is a fifty eight cent job it self saying nothing of the rest However: Filling up mud & strainer boxes on the feed pipes, also to water tank valves & making water tank hose taking up slack between engine and water tank taking out and putting in drawbars, Safety bars & chains cleaning water strainers. During the winter months of 1917 I was in charge of all of the Gen. Yard foreman's work at night with one helper getting twenty two cents and in 1918 I was raised to 24 along with the rest of the men: Just as soon as the federal raise started I received 29¾ the other men thirty one and a quarter the next raise

I received 45 cts the other men from 48 to 68 cts per hr. Now Mr Franklin the only way that- I can get my rights as a man on this Job, is an investigation through yor Worth the Federal manager of the T. N. O Railroad because these men are not going to do any thing toward doing the right thing by me Now I submit this statement to you for your consideration hoping that- yo may take this matter up with the federal Managers and give me a favorable reply..

Very Truly Yours

W. W. Spencer
3408 Baer St.
Houston
Tex.

June 11,1919.

B-38-11

FILE

Mr. W. B. Scott,
Federal Manager, T. & N. O. RR,
Houston, Texas.

Dear Sir:

I wish to thank you for your favor of May 30th with reference to complaint of W. N. Spencer, 3408 Baer St., Houston, an employee of the Houston Shops.

Yours truly,

J. A. Franklin

COPY

7-AR

Form G-77.

2—8070

June 11,1919.

E-20-11

FILE

Mr. W. N. Spencer,
3408 Bear St.,
Houston, Texas.

Dear Sir:

With further reference to rate of pay applicable to the position you hold with the L.N.O. Railroad, at Houston, Texas:

Investigation develops that your duties are simply those of a helper, consisting of coupling and uncoupling water hose and safety chains between engine and tender, removing tander for mechanics to make repairs and replacing after repaired, also replacing fittings and cleaning out strainers in water house, etc. Complaint was previously filed by you for reclassification and you were advised that your work required no skill, your duties being strictly that of a helper and that you had been classified as such under Supplement No. 4, article 1, section 1-B, at rate of 45¢ per hour.

COPY

Yours truly,

J. A. Franklin

Form G-77. 7-AR 3—8075

E-38-11

UNITED STATES RAILROAD ADMINISTRATION
DIRECTOR GENERAL OF RAILROADS

SOUTHWESTERN REGION

MORGAN'S LOUISIANA & TEXAS RAILROAD
IBERIA & VERMILION RAILROAD
LOUISIANA WESTERN RAILROAD
LAKE CHARLES & NORTHERN RAILROAD
TEXAS & NEW ORLEANS RAILROAD
GALVESTON, HARRISBURG & SAN ANTONIO RAILROAD
HOUSTON & TEXAS CENTRAL RAILROAD

HOUSTON EAST & WEST TEXAS RAILROAD
HOUSTON & SHREVEPORT RAILROAD
SOUTHERN PACIFIC TERMINAL
DIRECT NAVIGATION LINES
SAN ANTONIO & ARANSAS PASS RAILROAD
SAN ANTONIO, UVALDE & GULF RAILROAD
TRINITY & BRAZOS VALLEY RAILROAD

W B. SCOTT,
FEDERAL MANAGER

SOUTHERN PACIFIC BUILDING
HOUSTON, TEXAS

Complaint - WN Spencer -
Reclassification:

May 30th, 1919.

DIVISION OF LABOR

JUN 4 1919

Mr. J. A. Franklin,

Asst. Director, Division of Labor,

Washington, D. C.

Dear Sir:

Replying to your letter May 17th, file E-38-11, regarding complaint of W. N. Spencer, 3408 Baer Street, Houston, an employee of our Houston Shops:

The duties of this employee are simply those of a helper, consisting of coupling and uncoupling water hose and safety chains between engine and tender, removing tender for mechanics to make repairs and replacing after repaired, also replacing fittings and cleaning out strainers in water hose, etc. Complaint was previously filed by this man for reclassification and he was advised that his work required no skill, his duties being strictly that of a helper, and that he had been classified as such under Supplement 4, Article 1, Section 1-B, at rate of 45 cents per hour.

Yours truly,

W B Scott

May 17, 1919.

File P-38-11

FILE

Mr. W. H. Spencer,
5408 Bear Street,
Houston, Texas.

Dear Sir:

This will acknowledge receipt of your letter of May 7, with further reference to rate of pay accorded under Supplement No. 4, as applied to yourself as a colored man, and as applied to white employes.

Please be advised that I am taking your case up with the Federal Manager and on receipt of his reply will advise you.

Yours truly,

J. A. Franklin

COPY

7-MBB

2—8875

Form G-77.

May 17, 1919.

File E-33-11

FILE

Mr. W. B. Scott,
Federal Manager, T. & N. O. R.R.,
Houston, Texas.

Dear Sir:

I am in receipt of complaint from W. H. Spencer, 3408 Baer Street, Houston, Texas, employed in your shops at Houston, to the effect that although the work he does comes within the scope of Supplement No. 4, neither he nor other colored men doing work so classified receive the rates called for in the wage order.

He states that his work consists of taking care of the tank hose, the water valves, coupling and uncoupling water tanks to engines, cleaning strainers, tightening and putting all water valves in small water tanks, connecting all disconnected valves, taking out and putting in drawbars, and doing truck work when shorthanded.

Will you please investigate and advise me your findings with regard to this man's complaint?

Yours truly,

J. A. Franklin

COPY

2—8375

Form G-77.

7-MEB

Copy to Mr. B. F. Bush, Regional Director.

OFFICE OF DIRECTOR GENERAL OF RAILROADS

98145

Needles, Calif. June 3rd 1919

To The Honored
Carter M. Glass
Washington, D.C.

E-38-11

JUN 9 1919

Dear Sir:

I am a colored man, have been and am working here in the Needles roundhouse, as a Machinist helper for the last three years When the raise of came up last year which was duly grantedthe workers of the railroadsof the country; Although I at the time was doing helper's work and Machinist's work Iwas rated as a laborer and at a labor's rate so I therefore did not get rated as I ought to have been, So I did not get what I should have had at the time no back pay at all

So I therefor Dear Sir appeal To you to look into this matter so that I may get justice and get what money I ought to have by rigth Iam inclosing a card which shows to you thut I were at the time; (last summer when this card was issued,) rated as a Machinist helper so it looks because I am acolored man and no representaion at headquarters that I was rated lower than I ought to been and therefore not entitled to any back pay Ihave spoken to officials here but nothing has come of it

Hoping, this will have your early attention

Iremain verytruly yours

Cicero S. Holt
Bx 343 Needles Calif

DIVISION OF LABOR.

JUN 9 1919

Beneficiary or Beneficiaries in Case of Death

NAME	RELATIONSHIP
Easter Walt	Wife

NOTE:—Change may be made in beneficiary on written application and good cause shown.

MSCo 5 18 70M 32790

NO. 22065

NAME

Cicero Holt.

LOCATION

Needles. Cal.

OCCUPATION

Mach. Helper.

THIS COUPON
PROPERLY STAMPED
IS RECEIPT FOR YOUR
SERVICE RECORD CARD

ABOVE CARD ON FILE IN THE
OFFICE OF SECRETARY BOARD
OF PENSIONS. CHICAGO, ILL.

Chas Jensen

98145

June 9, 1919.

Dear Sir:

This will acknowledge receipt of your letter June 3rd, to the Director General regarding the adjustment of your wages as Machinist Helper.

Your letter is being referred to Mr. W. S. Carter, Director, Division of Labor, for prompt attention.

Sincerely yours,

(Signed) M. B. C.

Mr. Cicero S. Holt,
Box 343, Needles, Calif.

Z/M

June 11, 1919

E-38-11

Mr. Cicero S. Holt,
Box 345,
Needles, Cal.

Dear Sir:

This will acknowledge the receipt of your letter of June 3, addressed to the Honorable Carter H. Glass, with reference to the rate of pay you are receiving as a machinist.

I attach hereto a copy of Supplement #4 to General Order #27, and Interpretations Nos. 3 & 4 thereto. However, if you should not feel that you are properly treated under the wage orders, I would suggest that you endeavor to adjust the matter personally with your superior officer in the employ of the railroad, and failing a personal settlement, that the matter be handled thru your organization, if you belong to an association of railroad employes. If you do not belong to an employes' organization, then I would suggest that a joint statement of facts be prepared in accordance with the provisions of Supplement #6 to General Order #27, copy attached, and forwarded to this office, when the matter will have prompt attention and an adjustment effected.

Very truly yours,

J. A. Franklin

FILE COPY

Form G-77. 2—8675

7-rms

Form 817 50m 6-18

OF RAILROADS

E 38-11 95691

Louisiana Railway & Navigation Company

New Orleans STATION, La. 22 1919

MAY 26 1919

Director General Raines Washington D.C.

My Dear Sir

I See as We Have always Knowned that Unless the Government Got the Proper Information they Would Fail in Running the Rail Roads of the Country Several of the Committeemen of the Different Roads Wanted to Come to Washington To Give the Proper Information But Could not Get Transportation as Employees of the Roads We Could Easly Gotten Transportation From them now the Texas-Pacific are doing away With the Bloom man Just as Fast as Possible also the Yazoo- and Mississippi Valley the Louisiana Railway & Navigation Co is only Paying two dollers and Eighteen Cents Per Hounfred and the Plmans average about $75.00 Seventy Five dollars Per month Which is not Sufficient For Them To make a decent Living Same Has Been Called To the attension of the Director Generals office But Since Release Some are Several men that to Different Camps Some Over the Sea and Has Return But the Texas and Pacific This Far Has Failed to Put them on their Former Position on account Whitemen Wants the Job- Mr J.A. Moffett Came here But he didnot Get the Proper Information Therefore he didnot Get the Proper one Committeeman Yours truly E. R Johnson on # 2645 Francis St New Orleans La Please Sell Ian The L. R-N. Same Letter Pages the Trainmans

95691

May 26, 1919.

Dear Sir:

This will acknowledge receipt of your letter of May 22nd, regarding the wages being paid colored trainmen; also the reinstatement of colored trainmen who have been discharged fromtthe United States Army.

Your letter is being referred to Mr. W.S.Carter, Director, Division of Labor, for attention.

Sincerely yours,

(Signed) M. H. Cf

Mr. E. R. Johnson,
#2645 Graviers St.,
New Orleans, La.

Y*L

June 18,1919.

E-38-11

FILE

Mr. E. R. Johnson,
2645 Graviers St.,
New Orleans,La.

Dear Sir:

This will acknowledge receipt of your letter of May 22nd addressed to the Director General and referred to this Division for reply with reference to abuses of the wage orders on the T. & P. Railroad.

Should any injustices in or misapplications of the wage orders arise, I would suggest that you endeavor to adjust the matter personally with your superior officer in the employ of the railroad and failing a personal settlement, that the matter be handled through your organization if you are a member of an association of railroad employees. Should you not belong to an employees' organization then I would suggest that a joint statement of facts be prepared in accordance with the provisions of Supplement No. 6 to General Order No.27, copy attached, such statement to be signed by employees and their representatives, as well as by the railroad officials and forwarded to this office. Upon receipt of such a statement in this office the matter will have prompt attention and an adjustment be effected.

COPY

Yours truly,

J. A. Franklin

Form G-77.

2—8675

7-AR

90603

E-38-1

Stz Louis, Mo., April 25, 1919.

Mr. Walker D. Hines,
Director General of Railroads,
Washington, D.C.

Dear Sir:

I wish to inquire if train porters are included in the recent order increasing wages of train and enginemen.

We have only received $10.00 per month increase over the 1915 wages, the pay now being $60.00.

This request is made in behalf of the train porters of the Wabash Railroad.

Thanking you in advance for any consideration given, I remain,

Yours very truly,

DIVISION OF LABOR.

Address

John W. Mitchell,
3425 Pine St.,
St.Louis, Mo.

APR 29 1919

Office of
Director General
of Railroads

APR 28 1919

90603

April 29, 1919.

Dear Sir:

I am acknowledging for the Director General your letter of the 25th inst. requesting to be advised if train porters were included in the recent order increasing wages of train and engine men.

Your letter is being referred to Mr. W. S. Carter, Director, Division of Labor, for attention.

Sincerely yours,

(Signed) M. B. C.

Mr. John W. Mitchell,
3425 Pine Street,
St. Louis, Mo.

C*W

May 2, 1919
E-38-11

Mr. John W. Mitchell,
3425 Pine Street,
St. Louis, Mo.

Dear Sir:

This will acknowledge receipt of your letter of April 25th, addressed to the Director General and referred to this Division, in which you inquire as to whether train porters participated in recent wage increases.

I attach hereto copy of Supplement No. 18 to General Order No. 27. I also attach a copy of Supplement No. 12 to General Order No. 27, this, inasmuch as I am not informed as to the exact duties you are doing as porter.

If there are any injustices in or misapplications of the wage orders arising, I would suggest that you endeavor to adjust the matter personally with your superior officer, failing a personal settlement that the matter be handled thru your organization, if you belong to an association of railroad employes. Should you not belong to an employes' organization, a joint statement of fact should be prepared in accordance with the provisions of Supplement No. 6 to General Order No. 27, copy attached. Upon receipt of such a statement in this office, the matter will be adjusted.

Very truly yours,

J. A. FRANKLIN

7-gh

E-38-11

St. Louis, Mo. June 5, 1919.

DIVISION OF LABOR

Mr. J. A. Franklin,
Asst. Director, Division of Labor,
Washington, D.C.

Dear Sir:

Referring to your letter of May 2nd, file E-38-11 in reply to my letter of April 25th relative to participation of train porters in recent wage increases.

During the past year several letters have been exchanged between the United States Railroad Administration officials and our representative in which we were assured that our plea for a substantial increase in salary would be favorably considered.

We have had the question up with the Company Officials and it is their opinion that we cannot be classified as train porters, stating further that we are chair car porters and that there is no provision in any of the supplements to General Order 27 that gives us any increase in wages. Since 1915 we have received but one increase of $10.00 making our present salary $60.00. This is considerable less than that paid on other lines entering St. Louis for similar service. Furthermore it is not enough to maintain our families at home and pay our expenses while away from home on the various runs; buy uniforms and keep a neat appearance as required by the Company. Needless to say we are disappointed in the attitude assumed by the Company and do not feel that we have been treated fair.

The duties required of us are as follows:
Examine transportation in loading passengers,
Load baggage and express and mail,
Picking up and setting out cars at stations other than a terminal, coupling and uncoupling cars and engines and the hose and chain attachments in connection therewith;
Put on steam or air hose should necessity arise between stations or at stations other than a terminal.
Most of the porters carry switch keys and open and close switches in emergency. There are no brakemen on the head end of these trains and consequently the duties are left to we porters to perform.

In addition to keeping coaches, chair cars and combination cars clean enroute, doing all in our power to facilitate the movement of train and look out for the comfort of the passengers, we wear the prescribed unfform and Train Porter Badges.

The roads employing chair car porters and classify them as such have a head brakeman on each train, for instance the CB&Q and Vandalia out of St. Louis. Passenger trains on Wabash between St. Louis and Kansas City, St. Louis and Omaha, St. Louis and Chicago have no head brakeman therefore the porter constitutes that part of the crew.

We have no organization on the Wabash and according to Supplement No. 6 to General Order No. 27 will have to prepare joint statement for presentation to Division of Labor. However before following this proceedure we feel that you should have the foregoing information in order that you can give us the information requested in letter of April 25th, therefore we respectfully ask that you favor us with a decision as to our classification in order that we may know how to proceed further.

Yours truly,

Jno. W. Mitchell

Representing WABASH RR Porters.

Address:

3425 Pine St.,
St. Louis, Mo.

June 12,1919.

M-38-11

FILE

Mr. John W. Mitchell,
3425 Pine St.,
St.Louis,Mo.

Dear Sir:

This will acknowledge receipt of your letter of June 5th with further reference to an increase in pay that is desired by train porters sometimes doing the duty of brakeman.

COPY

I attach hereto a copy of Supplement No. 12 to General Order No.27. Should, however, any injustices in or misapplications of the wage orders arise, I would suggest that you endeavor to adjust the matter personally with your superior officer in the employ of the railroad and failing a personal settlement, that the matter be handled through your organization if you are a member of an association of railroad employees. Should you not belong to an association of railroad employees then I would suggest that a joint statement of facts be prepared in accordance with the provisions of Supplement No. 6 to General Order No.27, copy attached, such statement to be signed by employees and their representatives as well as by the railroad officials and forwarded to this office. Upon receipt of such a statement in this office the matter will have prompt attention and an adjustment be effected.

Yours truly,

Form G-77. 2—8075

J. A. Franklin

7-AR

DIVISION OF [illegible]BOR.

E-38-11

87382

APR 12 1919

APR 11 1919

Ult Port Miss.
4/8/19 —
Washington D.C.

Mr. Walker D Hines Director General of.
R.R. Co. Gen. Sir Form to inclose You a.
letter Consigned. to our Wages here
As. Baggage. Porters we only get
$ 70. Pr month. And which we are
intitled to $ 87,50 pr which we —
dont get And we would be —
oblige very much. if You would —
take the matter up with the —
S + S. R.R. Co. And see if they
cant some way for us. To get
our money we dont get no —
Pay for our over time And —
dont get no Pay for no legal —
holidays. we only get Pay
straight time And every day
in the month we are on duty
And we will Be Kindly oblige

if you will accept it from us. our firm checks is made out from Hattiesburg Miss. and this is the place for you to consult with your Friends Baggage Porters but South Miss

Willis Williams
Pete Franklin
Arthur Brooks.
Nathan Boyd employed as
Baggage Porters for the
St m R.R. Co and G & S R Co.

87382

April 11, 1919.

Dear Sir:

In behalf of the Director General I beg to acknowledge letter dated April 8th, signed by yourself and other baggage porters employed by the Gulf & Ship Island Railroad, relative to the adjustment of your wages.

Your letter has been referred to Mr. W. S. Carter, Director, Division of Labor, with request that same be given prompt attention.

Sincerely yours,

(Signed) M. B. C.

Mr. Willis Williams, Baggage Porter,
Gulf & Ship Island Railroad,
Gulfport, Miss.

Y-KL

April 15, 1919

R-38-11

Mr. Willis Williams,
Baggage Porter,
G. & S. I. R. R.,
Gulfport, Miss.

Dear Sir:

This will acknowledge the receipt of your letter of April 8 addressed to the Director General and referred to this division for attention, with reference to the rate of pay you should receive as a baggage porter.

I attach hereto copy of Supplement #7 to General Order #27, and Interpretations Nos. 1 and 8 thereto. Should, however, any injustices or misapplications of the wage orders arise, I would suggest that you endeavor to adjust the matter personally with your superior officer in the employ of the railroad, and failing a personal settlement, that the matter be handled thru your organization, if you belong to an association of railroad employes. Should you not belong to an employes' organization, then I would suggest that a joint statement of facts be prepared in accordance with the provisions of Supplement #6 to General Order #27, copy attached, such statement to be signed by the employes or their representatives, as well as by the railroad officials, and forwarded to this office, when the matter will have prompt attention and an adjustment effected.

Very truly yours,

J. A. FRANKLIN

Assistant Director.

7-mws

4 DIVISION OF LABOR. E 38 11

Gulf Port Miss.
5/10/14.

MAY 14 1914 Washington D C.

Mr. H. Franklin Kinsel Sir.
The letter in which You inclosed
to the Baggage. Porters at —
Gulf Port Miss. have been turned
over to the General. Office
at Hattiesburg Miss. to the
Superintendent. M.J. Foley and
he has failed to accept it
as done Just as You said
for us. to do and that
was been a Joint statem
ent; and never it to him
and now he says. that
$7.50 Pr. month is all that
he will pay us. will You
Kindly write him about it

Must let us hear from you
at once. The letter which you
wrote to us. we received it on
Th. 15 day of August file no.
6-38-11 Kindly attend to
it for us. Very truly yours
Jones Baggage Porters

Willis Williams.
Pete Franklin.
Arthur Brown.
Nathan Boyd.
employees. of The S P B.B.
and S P & S B.B. Co. at
Fort Pitt Miss.

May 17, 1919.

File E-38-11

FILE

Mr. Willis Williams, Baggage Porter,
Gulf & Ship Island Railroad,
Gulfport, Mississippi.

Dear Sir:

This will acknowledge receipt of your letter of May 10, with further reference to rate of pay you should receive as baggage porter.

Please be advised that I am today taking this case up with the Federal Manager and on receipt of his reply will advise you.

Yours truly,

J. A. Frank...

COPY

7-1BB

2—8675

Form G-77.

May 17, 1919.

File E-58-11

FILE

Mr. C. H. Kittle, Federal Manager,
Gulf & Ship Island Railroad,
Chicago, Illinois.

Dear Sir:

I am in receipt of complaint from Willis Williams, Gulfport, Mississippi, to the effect that baggage porters at that point are not having applied to them rates of pay accorded under Supplement No. 7 to General Order No. 27.

Will you please investigate this matter and advise me your findings?

Mr. Williams is one of the employes in question.

Yours truly,

J. A. Franklin

COPY

WAMB

Copy to Mr. E. L. Winchell, Regional Director.

Form G-77. 2—8075

UNITED STATES RAILROAD ADMINISTRATION
WALKER D. HINES, DIRECTOR GENERAL OF RAILROADS

ILLINOIS CENTRAL RAILROAD
YAZOO & MISSISSIPPI VALLEY RAILROAD
CHICAGO, MEMPHIS & GULF RAILROAD
NEW ORLEANS GREAT NORTHERN RAILROAD
MISSISSIPPI CENTRAL RAILROAD
GULF & SHIP ISLAND RAILROAD

OFFICE OF FEDERAL MANAGER
CHICAGO, ILL.

C. M. KITTLE,
FEDERAL MANAGER

E-38-11

At Hattiesburg, Miss. June 5th, 1919.

APPLICATION OF GENERAL ORDER NO. 27 - Porter - Gulfport, Miss.

DIVISION OF LABOR.

JUN 9 1919

Mr. J. A. Franklin,
Assistant Director,
Division of Labor,
Washington, D. C.

Dear Sir:

Referring to your file E-38-11 of May 17th, relative to complaint from Willis Williams (colored) of Gulfport, Miss., as to application of General Order No. 27 to porters:

Williams is a porter whose duties consist of handling baggage to and from trains, and cleaning up the depot, bringing him under Class (d), of Article 1, of Supplement No. 7, and receives $70.00 per month, in accordance therewith.

Yours truly,

C. M. Kittle
Federal Manager.

Writtem in absence of Mr. Kittle.

FILE

June 13, 1919

E-38-11

Mr. C. M. Kittle, F. M.,
Illinois Central R. R.,
Hattiesburg, Miss.

Dear Sir:

This will acknowledge the receipt of your letter of June 5, with reference to complaint of Willis Williams of Gulfport, Miss., as to application of General Order #37 to porters, and thank you for the information contained therein.

Very truly yours,

J. A. Franklin

COPY

7-11W8

2—3675

Form G-77.

June 13, 1919

E-30-11

Mr. Willis Williams,
Baggage Porter,
G. & S. I. R. R.,
Golfport, Miss.

Dear Sir:

With further reference to the rate of pay you should receive as a baggage porter, investigation develops that you are a porter whose duties consist of handling baggage to and from trains and cleaning up the depot, bringing you under Class d of Article 1 of Supplement #7, and you receive $70 a month in accordance therewith.

Very truly yours,

J. A. Franklin

7-1370

COPY

2—3075

Form G-77.

DIRECTOR GENERAL OF RAILROADS
JUN 11 1919
DIVISION OF LABOR

2-38-11

984[illegible]

Macon

Broadway St 1144 JUN 11 1919

Mr W. D. Hines. Dear Sir.

I writen to you for Sum advice & clip a Piece from a paper of which I will send to you what is we porters Supose to recieve a mont as we only recieve $ 68,00 per mont — and the Flag-Man $ 120,00

I am sorry to write you but please advise Yours as ever

Frank James, Butler

THE

R. R. MEN BENEFIT BY GOVERNMENT ORDER

Washington, D. C., May 30.—Through the enforcement of Supplement No. 12 to General Order No. 27, the railroad porters throughout the United States will not only receive an advance in salary, but also a thousand dollars back pay from the government, and their pay will advance to the same basis as that of brakemen. This will be in accordance with an order issued by the director general of railroads a few days ago increasing the [illegible] of train porters on all roads and making that pay the same as trainmen. There are about 60 porters employed by the Frisco lines, which means 60 men of our group will receive back pay amounting to $60,000.

The successful termination of this fight to secure for our group better working conditions and increased pay was due to the brave and unfaltering efforts of the Railroad Men's International Benevolent Association, whose headquarters are in Chicago. This organization, through its attorney, W. H. Houston of this city, has made a consistent fight for the improvement of conditions and for equal enforcement of Supplement 12 and General Order 27.

Family Reunion Held

98465

June 11,1919.

Dear Sir:

This will acknowledge receipt of your letter of June 8th to the Director General, regarding the adjustment of your wages as porter.

Your letter is being referred to Mr. W. S. Carter, Director, Division of Labor, for prompt attention.

Sincerely yours,

(Signed) M. B. C.

Mr. F. J. Butler,
1344 Broadway Street,
Macon, Ga.

Y:MC

FILE

June 14, 1919

F-38-11

Mr. F. J. Butler,
1144 Broadway, St.,
Macon, Ga.

Dear Sir:

This will acknowledge the receipt of your letter of June 8, addressed to the Director General, with reference to the application of Supplement #12 to General Order #27.

I attach hereto a copy of the supplement in question. However, if you should feel that you are not properly treated under the wage orders, I would suggest that you endeavor to adjust the matter personally with your superior officer in the employ of the railroad, and failing a personal settlement, that the matter be handled thru your organization. If you do not belong to an employes' organization then I would suggest that a joint statement of facts be prepared in accordance with the provisions of Supplement #6 to General Order #27, copy attached, and forwarded to this office, when the matter will have prompt attention and an adjustment effected.

Very truly yours,

J. A. Franklin

COPY

Form G-77. 2—8375

7-rws

98735

E-38-11

JUN 13 1919

DIVISION OF LABOR.

OFFICE OF DIRECTOR GENERAL OF RAILROADS

Cairo, Ill. June 9th, 1919.

Hon. Walker D. Hines,
Director General of Rialroads,
Washington, D. C.

JUN 12 1919

Sir:-

We present the following facts for your consideration, believing that they have hitherto escaped your attention and that they are not in harmony with your policies, as we have been lead to understand them. We say this latter because we are sure that it is no part of your policies to have any of the men who work under you, paid a wage scale which will not permit them to supply even in a scant measure the necessaries of life, with price conditions as they now are.

The facts referred to are these; we, speaking for the railroad porters, running south out of St. Louis, Mo. and Centralia, Ill. on the Illinois Central Rd. have for some time past been paid salaries of $110.00. We have performed the usual work of porters, such as receiving passengers, etc., flagging crossings, cutting off engines, coupling steam hose and train line hose, packing hot boxes, as well as picking up and setting out cars.

Some of this work may have been extra, but there has never been any protest on our part, nor has there been any complaint that our work has not been efficiently done.
Recently there has been some changes and a part of the work that we have been doing has been given to a man taken from the baggage car. At the same time such men, we understand, have had their salaries increased from $110;00, to 161.00, while in the face of their increase our salaries have been cut from $110.00, to $63.00.

We believe that the facts about which we complain are in violation of the spirit if not even the letter, of Supplement No. 20 of General Order No. 27. We have understood that under Supplement No. 12 of General Order No. 27, railroads porters were to receive an advance in salary as well as an amount in back pay. What has actually happened in regard to the men for whom we speak, is so entirely foreign to the spirit or tenor of this order as to make us sure that this ruinous reduction of our salaries has been made without being fully understood by you.

We therefore take this means of calling your attention to the matter believing that a full knowledge of the same will show at once the hardship that is thus placed upon us, and having confidence that you will finds means to remedy the same.

Should you desire any further information in our power if you will kindly address us or any one of us, at 1112 Washington Ave. Cairo, Ill. it will gladly be furnished.

Very Respectfull Yours,

Fee Jones.

A Norwood.

L H Harris

James Bruce.

A Lewis

Oscar Lee.

W. J. St. Brough. Committee

98735

June 12, 1919.

MECHANICAL DEPT.

JUN 12 1919

Dear Sir:

This will acknowledge receipt of letter dated June 9th, signed by yourself and other porters employed by the Illinois Central Railroad, regarding the adjustment of your wages.

This matter is being referred to Mr. W.S. Carter, Director, Division of Labor, with request that same be given prompt attention.

Sincerely yours,

(Signed) M. B. C.

Mr. Fell Jones,
1112 Washington Ave.,
Cairo, Illinois.

Y.R.

June 16,1919.

E-38-11

FILE

Mr. Fell Jones,
1113 Washington Ave.,
Cairo, Illinois.

Dear Sir:

This will acknowledge receipt of your letter of June 9th addressed to the Director General and referred to this Division for reply with reference to the application of Supplement No. 12 to the position you hold.

Should any injustices in or misapplications of the wage orders arise, I would suggest that you endeavor to adjust the matter personally with your superior officer in the employ of the railroad and failing a personal settlement, that the matter be handled through your organization if you are a member of an association of railroad employees. Should you not belong to an employees' organization then I would suggest that a joint statement of facts be prepared in accordance with the provisions of Supplement No. 6 to General Order No.27, copy attached, such statement to be signed by employees and their representatives as well as by the railroad officials and forwarded to this office. Upon receipt of such a statement in this office the matter will have prompt attention and an adjustment be effected.

Yours truly,

J. A. Franklin

Form G-77.

E-AR

Cairo Ills June 9th 1919.

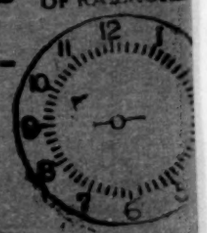
98849

To the Wage Board #1
Washington D.C.

E-38-11

Dear Sirs:-We as desireable Train-porters of the M.& O.R.R.wish to make this statement to you in regard of increase pay in our salary, as we are not getting a living salary and in fact we are not recieving the scale of pay that was allotted for us to recieve by the Director-General of the railroads on general order #27;for it is true the general order #27 that was handed down by the Director-General said that all porters that were performing brakeman duties should get the same pay.

OFFICE OF DIRECTOR GENERAL OF RAILROADS



JUN 13 19

Now as Train-porters on this said railroad,we are performing brakeman's duty,for we couple and uncouple engines;we sit out and pick up cars;we brass cars; we head our train in at meeting point;we head out and we take off and put on bursted air and steam hose;we go under cars and take down brake riggins whenever they break down;we ride our engine and flag crossings in day time with a red flag and at night with white and red lamps;we carry switch keys;we help to handle baggaga and passengers and keep our train clean;now you can see we are performing brakeman duty and more besides.

We are not demanding anything at all but as poor servants are only asking that we should get more money than we do;we get the small sum of $60.00 per month and with the high cost of living, we cannot support ourselves and families;we will thank you kindly for whatever y you do for us and assure you we will appreciate it.

Yours very truly,

Alfred Adkins, 2223 Walnut St,
St. Louis, Mo.
Will Sanders,
Frank Sharp,
Ed Johnson,
Henry Buchanan

DIVISION OF LABOR.

JUN 13 1919

98849

June 13, 1919.

Dear Sir:

This will acknowledge receipt of your letter of the 9th inst. urging that train operators on the Mobile and Ohio Railroad be given an increase in wages.

Your letter is being referred to Mr. W. S. Carter, Director, Division of Labor, for consideration.

Sincerely yours,

(Signed) M. B. C.

Mr. Alfred Adkins,
2223 Walnut Street,
St. Louis, Mo.

C*W

June 16, 1919.

File R-38-11

FILE

Mr. Alfred Adkins,
2838 Walnut St.,
St. Louis, Mo.

Dear Sir:

This will acknowledge receipt of your letter of June 9, addressed to Wage Board No. 1, and referred to this office for reply, with reference to rate of pay you are receiving as train porter performing the duties of brakeman, which letter is also signed by other train porters.

I attach hereto a copy of Supplement No. 12 to General Order No. 27, and would suggest that if there is any injustice in, or misapplication of this wage order, you take the matter up with your superior officer of the railroad. If you cannot effect an adjustment with him, I would then suggest that the matter be handled through your organization, if you are a member of an employes' organization. If not, a joint statement of fact should be prepared, signed by yourself and other employes, and also by the railroad officials, in accordance with Supplement No. 6 to General Order No. 27, copy attached, setting forth the contentions of both sides, and submitted to this office. On receipt of such statement, the matter will have further attention.

Yours truly,

J. A. Franklin

2—8675

Form G-77.

Mm.
7-MBB

6198

TUSCAN LODGE NO. 44, F. A. M.

JOHN PORTER, W. M.
ALBERT HICKS, S. W.
L. N. STARKS, J. W.
C. P. WILSON, J. D.
F. B. WILSON, S. D.
AL EVERHEART, Tyler
JOHN E. WILLIAMS, Secretary

E-38-11

DIVISION OF L[illegible].

CARBONDALE, ILLINOIS

Feb 14 1919.

FEB 17 1919

Mr. Walker D. Hines.
Director General of Railroads.
Dear Sir.
I take great pleasure in writeing you these few lines for some imformation that i am in need of very bad i have been working for the ILLinois Central Rail road for 7 years as station porterin Carbondale ILL and i and the night porter has been carried on the same pay roll as the frieght truckers and paid the same as they until they begin to get increase in wages in the year of 1918 my self and the night porter got a$25.00. increase raiseing our job from $50.00 per month to $75.00.when the 8hours went into effect i ask the agent did effect i and the night porter and he said no we work II hours a dayand some times I2 and dont get any over time but the other men do effected Jan Ist. 1919. the freight truckers get a five cent increase on the hour and willg get back from sept Ist, 1918 and i ask the agent did i and the night porter get anything on the last increase and he said no i would like to no if we are not entitle to the eig ht hours a day and over time for all over eight hoursand why we have been s set aside when it comes to getting increases in wages i dont care about ranking with the other fellow who do not want me to but i would like if he is on the second step and i am on the first step if he gets on the third step i would like to get on the second step so any imformation you may give me will be appreciated to the highest

hopeing to hear from you soon.
yours truely.
John Earl Williams.

Station Porter.
Carbondale ILL.
411 N. Marion St.

76198

February 17, 1919.

Dear Mr. Williams:

I am acknowledging for the Director General your letter of February 14, 1919, relative to house andworking conditions at Carbondale station.

This is a matter coming under the jurisdiction of Mr. W. S. Carter, Director, Division of Labor, to whom I am referring your letter. Mr. Carter will communicate with you in due course.

Sincerely yours,

Mr. John E. Williams,
411 N. Marion St.,
Carbondale, Ills.

Y-S

February 25, 1919.

E-38-11

Mr. John E. Williams,
411 N. Marion St.,
Carbondale, Ills.

Dear Sir:

I have your letter of February 14th, addressed to the Director General and which has been referred to this Division, with reference to the rates of pay, hours of service applicable to the work you are doing as Station Porter.

I attach hereto copy of Supplement No. 7 to General Order No. 27 and Interpretations Nos. 1,2,and 3 thereto and if there are any injustices in or misapplications of the wage orders arising, I would suggest that you endeavor to adjust the matter personally with your superiof officer, failing a personal settlement that the matter be handled thru your organization, if you belong to an association of railroad employees. Should you not belong to an employees' organization, a joint statement of fact should be prepared in accordance with the provisions of Supplement No. 6 to General Order No. 27, copy attached. Upon receipt of such a statement in this office the matter will be adjusted.

Yours truly,

J.A. FRANKLIN

7-GH

TUSCAN LODGE NO. 44, F. A. M.

JOHN PORTER, W. M.
ALBERT HICKS, S. W.
L. N. STARKS, J. W.
C. P. WILSON, J. D.
F. B. WILSON, S. D.
AL EVERHEART, Tyler
JOHN E. WILLIAMS, Secretary

E-38
DIVISION OF LABOR
MAR 27 1919

CARBONDALE, ILLINOIS

March 25. 1919.

Mr. W.S. Carter.
Director of Division of Labor.
Dear sir.
I received your letter of February 25 and have did as you instructed me and just succeeded in getting eight hours a day was put on eight hour basis today March 25. and I ask if was ,nt I due some back pay and my superior officer said no I have been working from IO to II. hours a day and he says he has been paying me five dollars a month over time wich made me 80.00.per month he never has said any thing a bout paying me any over time before now and I ask him a man working IO to II. hours a day and did not make but five dollars a month over time and he said that wasall for my job and I ask him if that$2.50.raise in sept applied to me and he said no that only applied to clerks supplement no7 to general order no 7effective Sept Ist I9I8. Article I. rates of pay I say that includes me and he says it does not I announce the trains I have fourteen trains a day to announce I think I am entitle to to hours a day over time from sept I. I9I8. up until march the 25. I9I9 when I was put on the eight hour basis and if it is not asking to much of you I would like to no how much should station porters receive a month where they have to announce the trains and also adjust the matters as to my back pay if I am intitle to any and advise

yours truely .
John Earl Williams

4II. N. Marion ST.

March 29, 1919.

File E-38-1

Mr. John Earl Williams,
411 N. Marion Street,
Carbondale, Illinois.

Dear Sir:

This will acknowledge receipt of your communication of the 25th instant, addressed to Mr. W.S. Carter, with further reference to the rates of pay and hours of service applicable to the work you are doing.

As stated to you in my letter of February 25th, when I attached a copy of Supplement No. 7 to General Order No. 27, this supplement is effective as of September 1st, 1918. If it is now admitted that the wage order applies to you, it would apply from that date, and I would suggest that you handle in accordance with the advice given in my previous letter.

Very truly yours,

J. A. FRANKLIN

7-eg

Illinois Central Railroad Company

TELEGRAM

All messages addressed to Officials on trains must be enclosed in sealed envelopes.

E-38-11

. s. Mr.W.S. Carter .

Dear Sir.

after following your instructions , i could not make any settlemen
withmy superior officer he said he could not do any thing so i
went to the supertendent Mr. W.A. Atwell and he said it was[illegible] m
e and Mr. Runalls to settle that he could not do anything with
it so i made out a statement and ask Mr. Runalls to sign it and he
said that he was not going to have anything to do with it and
we can not agree so i hope that you will handle this matter as I
do not belong to no Railroad organation of Railroad employes
hopeing that you will favor me by takeing this matter up with the
proper authorty.

thanking you for the same .

APR 7 1919

Carbondale, Illinois.

April 3rd 1919.

Mr. W. S. Carter, Director of Labor,

Washington, D. C.

Bear Sir:-

Pursuant to your letters dated February 25, and March 29,1919, respectively, I called on my Foreman B. Runnalls of the Illinois Central Railroad Company of Carbondale, Illinois, with reference to my Back Pay for over time as Station Porter for the Illinois Central Railroad Company at Carbondale, Illinois, from September 1; 1918 to March 24, 1919, I have to report that we cannot agree on the back-pay for over time between September 1,1918 and March 24,1919. But we do agree, ~~xxxx~~ said B.Runnalls, who is agent of said Railroad Company, and myself, that I, John E. Williams worked two hours overtime each day, between the dates last aforesaid, and during that time I received ~~$xxxxxxxx~~ $80.00 per month, but did not know until March 24 that my foreman claimed the $5.00 per month was for overtime said payments beginning September 1st and ended March 24th, at which last date he put me on the Eight Hour Basis. I claim that I should have been paid $18.60 per month for overtime of two hours per day. I supposed the $5.00 of the $80.00 paid me monthly ment that my wages had been raised from $75 per month to $80 per month for eight hours straight time, and that it had no reference to back time for over time that I had earned between September 1,1918 and March 24,1919.

I submit that you should decide what amount ~~xxxx~~ should have been paid to me, John E. Williams, for overtime ~~xxx~~ of two hours between September 1st and March 24th.

Yours truly

John E. Williams

411 North Marion Street.
Carbondale, Ill.

April 11, 1919

E-38-11

Mr. John E. Williams,
411 North Marion St.,
Carbondale, Illinois.

Dear Sir:

This will acknowledge the receipt of your letter of April 3, with further reference to the rates of pay and hours of service applicable to the work you are doing.

Please be advised that I am today taking your claim up with the Federal Manager of the I. C. R. R.

Very truly yours,

J. A. FRANKLIN

Assistant Director.

7-1278

April 11, 1919

E-38-11

Mr. E. M. Kittle, P.M.,
I. C. R. R.,
Chicago, Ill.

Dear Sir:

I am in receipt of complaint from John E. Williams, working as station porter for your road at Carbondale, Illinois, from September 1, 1918 to March 24, 1919, that he has not received proper amount of back pay, both with reference to rate of pay received and overtime work. He advises that he and the agent, Mr. B. Rumalls, agree he worked two hours overtime each day but cannot agree with reference to the rate of pay he received.

Will you please investigate this matter and advise me your findings.

Very truly yours,

J. A. FRANKLIN

Assistant Director.

2-mrs

copy to B. L. Winchell, Regional Director

E-38-11

UNITED STATES RAILROAD ADMINISTRATION
WALKER D. HINES, DIRECTOR GENERAL OF RAILROADS

ILLINOIS CENTRAL RAILROAD
YAZOO & MISSISSIPPI VALLEY RAILROAD
CHICAGO, MEMPHIS & GULF RAILROAD
NEW ORLEANS GREAT NORTHERN RAILROAD
MISSISSIPPI CENTRAL RAILROAD
GULF & SHIP ISLAND RAILROAD

C. M. KITTLE,
FEDERAL MANAGER

OFFICE OF FEDERAL MANAGER
CHICAGO, ILL.

DIVISION OF LABOR.

May 17, 1919.

MAY 20 1919

Mr. J. A. Franklin,
Assistant Director,
Division of Labor,
Washington, D. C.

My dear Sir:

Referring to your letter of April 11th, file E 38-11, with reference to claim of John E. Williams, employed as station porter, Carbondale, Ill., for back pay:

In January, 1918, this party was receiving $50.00 per month, which was increased in June, to $65.00 per month, and, under Supplement No. 7 to General Order No. 27, his rate was further increased, effective September 1st, to $75.00.

On account of the nature of the duties of the position, he did not have regularly assigned hours and, since September 1st, he has been allowed all overtime due him.

It seems that this party did not fully understand the application of Supplement No. 7 to General Order No. 27, which, however, has been explained to him and, in connection therewith, it has been arranged to assign him regular hours, overcoming cause for further complaint as to this feature.

Yours very truly,

C. M. Kittle

Federal Manager.

E-38-11

FILE

May 23, 1919

E-38-11

Mr. C. H. Kittle, F. M.,
Illinois Central R. R.,
Chicago, Ill.

Dear Sir:

This will acknowledge the receipt of your letter of May 17, having reference to the claim of John E. Williams, station porter, for back pay, and thank you for the information contained therein.

Very truly yours,

J. A. Franklin

COPY

7-1878

Form G-77.

7—8678

FILE COPY

May 23, 1919

E-38-11

Mr. John E. Williams,
411, N. Marion St.,
Carbondale, Ill.

Dear Sir;

With further reference to the matter of hours and working conditions at Carbondale station, investigation develops that in January 1918 you were receiving $60 per month which was increased in June to $65 and, under Supplement #7 to General Order #27, your rate was further increased, effective September 1, to $75.

On account of the nature of the duties of the position, you did not have regularly assigned hours and, since September 1, you have been allowed all overtime due him. It seems that you did not fully understand the application of Supplement #7 to General Order #27, which, however, has been explained to you and, in connection therewith, it has been arranged to assign you regular hours, overcoming cause for further complaint as to this feature.

We hope that this satisfactorily adjusts the matter.

Very truly yours,

J. A. Franklin

2—8075

Form G-77.

7-mws

DIVISION OF LABOR.

E 38-16

Carbondale Ill.

May 25. 1919.

Mr. J. A. Franklin.

Dear Sir.

In regards to your letter of May 23. I was in January 1918 receiveing 50. per month I was increased to $65. per month in June and later 1919 to $75. per month giveing me the $25. increase but it was before Sept I. and in sept I ask my foreman about an increase when the other men got an increase such as baggage men and freight truckers and he said that I did not get any raise . and as to My hours I was to come to work at 6 o clock in the morning and work until the run of no 6. a train that leaves here at 505. in the evening when it is on time and many a day it is from 30. minuets late to one hour and a half late and I had to stay until it run as I have to announce the trains which was up until I went to working 8 hours was fourteen trains I had to announce with the first train arriveing at 615. in the morning and the first one leaveing at 640.

and as I did not have regular assinged hours I did nov26. 1917 when I went to work on this job ~~[illegible]~~ I ask the agent what time was I to come to work at 5 oclockin the morning and clean up so that the depot would be clean for the early morning trains and I ask him about going to my meals and he said I could arrange that to suit my self as some times the trains were late and I could not go at the same time at all times as I had to announce the trains and I was to stay until no 6. run going north wich at that time was due out of here at 515.P.M. and at that time they had no night man . and I worked under those conditions until a night man was put on in 1916. and after a night man had been put on I was to come to work at

6.oclock and work until the run of no 6. and when the agent Mr. Runalls taken this job I worked as I always did and he ask me him self what time did I come to work and what time did the night man come to work and I told him My duty is to keep the depot clean announce the trains take mail to the post office from one of the morning trains that due here at 805. am. and to make a transfer with the mailfrom train no 5. which is due here at 11.15. am. take care of the speical agent office wash the windows in the depot take care of the ticket office men and ladies toilets keep the platform clean it is but a few men on the railroad that does not have a starting place and a steping place and we all no that no railroad is going pay a man a salary of $75. per month and let him come to work when he gets ready and quit when he gets ready they have given me the eight hours

starting march the 25. and i ask for 2.hours a day ov.. time up until i was put on the eight hours when many a day it was more than that because many a day the trains would be late at the noon hour and i would just have 30. minuets to go to dinner and get back for the next trains as i have to announce all trains in addition to the eight hours they give us they have given us a new addition to the depot a rest room for the ladies 20.ft. more floor one way and 40. ft another to sweep and mopp and 20. more windows to wash and less time to do it in than we had before leaveingthe depot 6. hours with out any one to care for it when it is in use at all times but after all we are doing the best we can to keep down complaints ~~!!!~~ in regards to understanding supplement no7. to General order no 27. i dont think that my superior officer understands it so well and as to all overtime due me did not no any thing about i was getting any over time march the 24. and then the agent tells me that he has been paying me $5. month overtimeover time all before that i would ask him about over time and the eight hours and he would say that it did not affect me so i thank you for what you have did but i do not feel like i have been justly treated so if you have did all you can i will try to arrange to have a investagation s~~!!!~~ face to face with my superior officer and his superior officers as i learn the duties of my position did not require assigned hou i would like to no why did i not have assigned hours .

hopeing to hear from you again.

John E. Williams

411. N. Marion ST.

June 3, 1919.
E-38-11

Mr. John E. Williams,
411 N. Marion St.,
Carbondale, Ills.

Dear Sir:

This will acknowledge receipt of your letter of May 25th, with further reference to the rates of pay and hours of service applicable to the position you hold as station porter.

If you were increased $25.00 per month before the issuance of Supplement No. 7 over the rate in effect January 1, 1918, I cannot understand how you would then be entitled to back pay under the wage order. The increases granted under Supplement No. 7, copy attached, were to be applied to the rate in effect before the increase granted January 1, 1918, as you would see by reading the wage order.

Please call on your Agent and get him to explain the wage order to you, evidently you do not understand it, as this is a difficult thing to do by correspondence.

Yours very truly,

J. A. Franklin

?-vs

E-38-11

Carbondale ILL.

June 10. 1919.

Mr. J.A. Franklin.
ASSistance Director of Labor.
Dear sir.

It affords me with the greatest of pleasure to write you a letter of thanks for what you have did for me and i want you to ne that i appreicate it to the highest and your kindness will never be for gotten if i never have the opportunity of meeting you here in this world i hope to meet you in that City not made with hand but eternal in heaven i have written you here tefore and told you all the bad things and i think it becomes my duty now as a man to write and tell you of the good things and it is on June the 9. 1919. i receive my back pay for two hrs a day overtime from Sept I 1918. until March the 24. 1919. which was$147. 60.cents deducting $34.00. from that which they had paid me leaveing me a balance of 113. 60. cents which i received June the 9. 1919. thanking them for the same so i wish for you a happy year and a furtue success.

yours truely.

John E. Williams

111. N. Marion ST,

DIVISION OF LABOR
JUN 12 1919

Jacksonville, Fla., June 12, 1919.

98945

E-38-11

Director General, Hines,
Washington, D. C.

OFFICE OF DIRECTOR GENERAL OF RAILROADS

Dear Sir:

We the undersigned committee of the colored employes of the American Ry. Express Co., of which you are Director General, are appealing to you for direct information on in regards to back pay, which we feel is due us according to the Wage Scale, which went into effect January 1, 1918.

JUN 14 1919

n January 1, 1918, we were working on a ten (10) hour system, our scale of wages being($12.25)twelve dollars and twenty-five cents per week of seven (7) days, up to May 1918, at which time we received an increase up to the amount of($14.00) fourteen dollars per week of seven (7) days up to September 1918.

October 1, 1918, another increase to the amount of which we now receive, viz; Seventy-five dollars ($75.00) per month, on a monthly basis.

Will you kindly inform us as to whether or not we are entitled to an increase to the amount of Eighty-seven dollars($87.00) per month owing to the increase wage order, which went into effect at that time. gave an increase of $25.00 per month to the above wage scale in effect January 1, 1918. According to this we feel that we are entitled to this increase which we have never received. We therefore ask that you show us why we do not receive this increase.

Our wages have only been increased Thirteen dollars ($13.00) within that time and we feel that we are entitled to back pay accordingly from January 1, 1918, up to the present date, and that our salaries should now be increased accordingly.

Very respectfully yours,

COMMITTEE

Chas S Gomez CHAIRMAN
1117 W Duval St
Emory Tower
A Pierson SECRETARY

DIVISION OF LABOR.

JUN 16 1919

98945

June 14, 1919.

Dear Sir:

In behalf of the Director General, I am acknowledging receipt of your letter of the 12th inst., requesting information with regard to the rate of pay for colored employes of the American Railway Express Company.

Your letter is being referred to Mr. W.S. Carter, Director, Division of Labor, for consideration.

Sincerely yours,

(Signed) M. B. C.

Mr. Charles S. Jones,
#1117 W. Duval Street,
Emory

C-g

FILE

June 23, 1919
E-38-11

Mr. Chas. S. Jones,
1117 W. Duval Street,
Jacksonville, Fla.

Dear Sir:

Your letter of June 12th to the Director General with reference to the rates of pay applicable to you and fellow employes of the American Railway Express has been referred to me for reply.

I attach hereto copy of Supplement 19 to General Order No. 27.

Should, however, any misapplications of or injustices in the wage orders arise, I would suggest that the matter be handled personally with your superior officer in the employ of the railroad and failing a personal settlement that it be handled through your organization, if you are a member of an association of employes. Should you not belong to an employes' association, then I would suggest that a joint statement of fact be prepared in accordance with the provisions of Supplement 6 to General Order No. 27, such statement to be signed by the employes and their representatives as well as the officials of the railroad, and forwarded to this office. Upon receipt of such a statement in this office the matter will have prompt attention and an adjustment be effected.

COPY

Yours truly,

2—8875

Form G-77.

J. A. Franklin

Assistant Director.

7-bee

June the 11 1919

OFFICE OF DIRECTOR GENERAL OF RAILROADS

9786

53

S.B.

L 538 — 11

Natchez Miss to Selma Ala

JUN 19 1919

We ask Colonel People Want to No what We got at the Pris B Sig the Reyenstidon Nat if So Setons men from mys Soon this is Miles Co. Ga if Nat Setons No at Work this is all Want to No We Instructed to Do So But fale on We Cant Redis a Nyet if nyoal Cumfit ance Way Setons No at Work

DIVISION OF LABOR

R f D 2 Box 86

JUN 20 1919

W A Mack D. Mo

Address Mr

OFFICE OF DIRECTOR GENERAL OF RAILROADS

JUN 25 1919

E-38-11

100715

Shreveport La 6-23-1919

DIVISION OF LABOR

Mr Walker d Mis Esser
Mr Patterson the H E & W T
and the K C S yrs
as this for for the
Prapes date as to Jan
the 1-1918 or June the
1-1918 Mr eage Do Want
to Know if you are
Have ordered the railroad
To Pay or Not We Have
Been waiting for Ours
a year to B Paied and
Haven Received Eney
Pay at all Now we Will
Wate to See Do What you
Have to Say and if we
Cant do Nothing we
Will try to Get it By Now

JUL 28 1919

we dont want to Give
Eney Trubl at all But
if we dont Get Some
Kind of a Fony deal
we Will Have to do
Sonthing if you to
Get a Reply

a dress mail to

W C S

Baggage Room

Shreveport La

G Prinston

100715

June 25, 1919.

Dear Sir:

In behalf of the Director General permit me to acknowledge your letter of June 23rd. regarding some back pay which you feel to be due you by the Kansas City Southern Railroad.

Your letter is being referred to Mr. W. S. Carter, Director, Division of Labor, for attention.

Sincerely yours,

(Signed) M. B. C.

Mr. G. P. Winston,
Baggage Room, Kansas City Southern R.R.,
Shreveport, Louisiana.

Y*W

FILE

June 27, 1919

E-38-11

Mr. G. P. Winston,
Baggage Room,
Kans. City Sou. R. R.,
Shreveport, La.

Dear Sir:

This will acknowledge the receipt of your letter of June 23, which I understand to be with reference to back pay, but I cannot make your letter out very well.

If this is a fact, before I can answer you intelligently it will be necessary for me to know what you have been doing since January 1, 1918. Please advise the name of the individual, concern or railroad for which you worked in each instance, the date you commenced work and the date you left that employ, together with the class of work you did while in that service, giving me this information right up to the present time.

Don't write me yourself, but get a good friend to do so who can make out a better letter, one that will be more intelligible to me.

COPY

Very truly yours,

J. A. Franklin

Form G-77. 2—8675

7-mws

UNITED STATES RAILROAD ADMINISTRATION

DIRECTOR GENERAL OF RAILROADS

WASHINGTON

DIVISION OF LABOR

W. S. CARTER, DIRECTOR

J. A. FRANKLIN
G. W. W. HANGER
ASSISTANT DIRECTORS

DIVISION OF LABOR.

AUG 25 1919

June 27, 1919

E-38-11

Mr. G. P. Winston,
Baggage Room,
Kans. City Sou. R. R.,
Shreveport, La.

Dear Sir:

This will acknowledge the receipt of your letter of June 23, which I understand to be with reference to back pay, but I cannot make your letter out very well.

If this is a fact, before I can answer you intelligently it will be necessary for me to know what you have been doing since January 1, 1918. Please advise the name of the individual, concern or railroad for which you worked in each instance, the date you commenced work and the date you left that employ, together with the class of work you did while in that service, giving me this information right up to the present time.

Don't write me yourself, but get a good friend to do so who can make out a better letter, one that will be more intelligible to me.

Very truly yours,

J. A. Franklin

7-nws

E-38-11

101336

Heavener, Oklahoma, June 26,19.

OFFICE OF DIRECTOR GENERAL OF RAILROADS
JUN 30 1919
DIVISION OF LABOR.
JUN 30 1919

Mr. Walter D. Hinds
Director General of Railroads
Washington, D.C.

Dear Sir:-

I wish to call your attention to the facts as they exist with the porters on the Kansas City Southern Railroad.

Our passenger runs are from Kansas City to Heavener, Oklahoma, a distance of 338 miles, there are seven crews on the runs, each crew having a porter, porters are chainganged with the several different conductors, but my self and two others only work on Trains No's 3 & 4, while there are 4 porters work on Trains No's 1 & 2 the poreters on 3 & 4 receive Chair Car Porter pay, while the porters on 1 & 2 receive brakemans pay we all do practically the same work, facts are; that we unload baggage take care of the Chair cars and the entire equipments, the only difference is that we are not allowed to open swiches or work in picking up and setting out cars, which the officials claim that from the facts that we do not handle swiches or set out cares we are not entitled to brakemans pay. and up to May the First, 1919, all porters had to do general work picking up and setting out cars, and we are thoroughly of the openion that we are entitled to back time and pay as are the others, the 4 porters on trains No's 1 & 2 received back time, and the porters on 3&4 did not, and when we took the matter up with Division Suprentendent he claims that from the fact that we were not allowe to continue usual work of handling swiches and picking up cars we were not entitled to same,.

We can see no reasons for our not being entitled to the back time, as we had to do brakemans work up to the the time the runs were changed, we do not wish now however to have you understand that we are proclaiming that we are entitled to brakemans pay since the runs have been changed which was may the 1st 1919, we are satisfied to work as per agreement, and orders, as chair car porters but from the fact that we were acting as the other porters and doing brakemans work from the issuance of the order untill May 1st 1919, we do not think it is just not to allow us the time as others as the work was all the same, and no discrimination between any of us as to work.

Enclosed herewith I am enclosing letter received from our Suprentendent, which was received in answer to claim for back time.

We will thank you for relief, given, and give you the assurance that we are true Ammerican Citizens.

yours truly,

Arthur Williams
Heavener Okla

Arthur Williams
Heavener, Okla.

Pittsburg, Kansas, June 24, 1919.

65-77

Mr. A. Williams,
Porter - Heavener.

Dear Sir:-

In reply to your letter of the 21st in regard to being allowed brakeman's rate, beg to advise that as you did not continue as Porter-brakeman you are not, under our instructions, entitled to the brakeman's rate neither the back pay.

Yours truly,

emc-h

101536

June 30, 1919.

Dear Sir:

This will acknowledge receipt of your letter of June 26th to the Director General regarding the adjustment of your wages as train porter for the Kansas City Southern Railroad.

Your letter is being referred to Mr. W. S. Carter, Director, Division of Labor, for attention.

Sincerely yours,

(Signed) M. B. C.

Mr. Arthur Williams,
Heavener, Okla.

Y*W

July 2,1919.

E-38-11

FILE COPY

Mr. Arthur Williams,
Meavener, Okla.

Dear Sir:

This will acknowledge receipt of your letter of June 26th addressed to the Director General and referred to this Division for reply which I understand to be with reference to your desire that Supplement No.12 be put in effect on the Kansas City Southern RR.

Should any injustices in or misapplications of the wage orders arise, I would suggest that you endeavor to adjust the matterpersonally with your superior officer in the employ of the railroad, and failing a personal settlement, that the matter be handled through your organization, if you are a member of an association of railroad employees. Should you not belong to an employees' organization then I would suggest that a joint statement of facts be prepared in accordance with the previsions of Supplement No. 6 to General Order No.27, copy attached, such statement to be signed by employees and their representatives as well as by the railroad officials and forwarded to this office. Upon receipt of such a statement in this office the matter will have prompt attention and an adjustment be effected.

Yours truly,

J. A. Franklin

Form G-77.

7-AR

DIVISION OF L
DIVISION OF LABOR.

Heavener Okla.
7/3 19

JUL 8 1919

Mr. J. G. Franklin
Asst Director
Washington D.C.

Dear Sir

I recd your letter today and want to thank you for looking after this business for me and others.

Trusting that I shall recd all that I am entitled to. And offer I remain yours truly.

Arthur Williams
Heavener Okla

UNITED STATES RAILROAD ADMINISTRATION
WILLIAM G. McADOO, DIRECTOR GENERAL OF RAILROADS

NASHVILLE, CHATTANOOGA & ST. LOUIS RAILROAD
TENNESSEE CENTRAL RAILROAD
BIRMINGHAM & NORTHWESTERN RAILROAD

Form 95

E 38-11
100518

DIVISION OF LABOR

Atlanta Ga STATION 6-23 1919

Mr Hinds it is with So much Earnestness that i humbly ask you aff one favor and hope you will Grant it To us owing to the High Prices aff Living it will take aff this just i Stand now i am in a Bad Shape for Living We ask you Kindly for a Small Raise you know you want a Lot aff Good Workers men to Doo this Work and those are the men I Want to ware with Just Say now if you had a dog and you give him What he Could Eat if he would Steal this you would have a right To Punish him if Not you Would Not Say much So i Say that to Say this if you Pay a Living Wadge and you finde a man Stealing Then he Should have thrue 10 years Without a fine So i Kindly ask you for as much as 40 C an hour as Pater in house Dont Take for a Buck for i am not Bucking only asking you a favor

Pater N.C. & St. L. R.R.

Will Pharrow
181 E Baker St Atlanta Ga

OFFICE OF DIRECTOR GENERAL OF RAILROADS

101867

E-38-11

2331 Dabadie St

New Orleans La

JUL 3 1919

June 29/1919

Mr Walker D. Hines.

DIVISION OF LABOR

Director General of RR

Washington

D.C.

Dear Sir JUL. 5 1919

As We are all Colored Laborers here in, Working at, and in Freight Houses and around Wire-Houses. Which are under the govenur Control. and as-Sohere, there are labor Shortage here in some Southern City's In My opinion there Should be, What is-known a laborer agent appointed by you to try and Keep labor for Said Wire House and Freight Houses. and Where in any-R.R-Wire-House may be short of Labor. this Should Send labor from one Wire Hase to another. So as-to Keep Freight Moving, This. can be don at a cost of 90 to $120, per Month and the RRoad-administration can Save Money and it Would

Freight House from, being over

Freight from being Delayed

and at the Meon time keep a Correct
Check of each Month the Number of
Labores each Wire Haus Carried, this
Man Will keep each Month the amount
of Men that each Freight Haus Carried
and report to the R R General at
Washington D.C.
Then the RR General will know from
all department What each Departion Will
Coast, At this port there are five
R.R. which are runs by the RR-od musestat
ion, and has not got no labor agent
on no Labor Repkent of Colored
Where there are all Colored Working in said
Freight Hauser, how General
If there are any reference required I
Can furnish it to you from Men
on your Labor Board in Washington
Hopeing that this Will Meet your D.C
approval [redacted]

I remain yours.

Samuel Jn. Baker R.Road Laborer
239 D'abodie St.
New Orleans

101867

July 3, 1919.

Dear Sir:

This will acknowledge receipt of your letter of June 29th, suggesting that means be taken to provide labor at warehouses in order that freight may be handled promptly. at all times.

Your letter is being referred to Mr. W. S. Carter, Director, Division of Labor, for attention.

Sincerely yours,

(Signed) M. B. C.

Mr. Samuel M. Baker,
#2531 D'abodie Street,
New Orleans, La.

C*L

Index + 97

July 7,1919.

E-28-11

FILE

Mr. Samuel M. Baker,
2331 D'abadie St.,
New Orleans,La.

Dear Sir:

This will acknowledge receipt of your letter of June 29th addressed to the Director General and referred to this Division for reply offering suggestion as to the employment of a labor agent to take care of labor shortages, etc., on railroads in different cities, this shortage to be met by the oversupply existing at other places.

Thank you very much for the suggestion, and I assure you that your letter will be placed in a file for consideration should a scheme similar to this be adopted.

Yours truly,

J. A. Franklin

COPY

7-AR

Form G-77.

2—8170

E-384

102415 Form 20

Louisville & Nashville Railroad Company.

Office of Road Master.

Bay St Louis Miss.
July 3, 1919.

DIVISION OF LABOR
DIRECTOR GENERAL OF RAILROADS
JUL 8 19
JUL 7 1919

Mr.Walker D.Hines,
Director General of Railroads.
Washington,
D.C.

Dear Sir:-

Will let you know a few facts about the officials on the N.O & M Division of the L & N.RR

I am the General Organizer of L & N.RR for the American Brotherhood of Ry Trackmen.

I was using the Typrwriter of Mr.W.H.Smith, who is Foreman of Section 10-1/2 at Bay St Louis Miss. Mr Smith gave me permission to use his Typewriter, who has an office in the storeroom, and at the time the Supervisor,Mr.C.W.Madison happened in the office. Mr Smith introduced him to me and told him my buisnedd. Mr Madison then stated that a man was mighty low down to organize a Negro institution. I told him that if a Negro wasnt worthy of his organization and rights, and if he was too low down to belong to the Organization he was too low down to work on the tracks in the Maintenance of Way Dept, and was his duty to discharge the clored forces if that be the case. He then turned to Mr Smith instructing him to get me out of the building, and I walked out without any further trouble. upon reaching the door I asked Mr Madison to give me his name and address that you might want to communicate with him, and he said it was none of my buisness and I turned and asked Mr Smith what his name and address was and he replied " Ask him yourself, he will tell you". I then asked him again, he said "What is it to you" upon that assertion I went to the station and obtained the information from the station agent.

Now Mr Hines I understand that you and the other members of this Administration are the laboring man's friend and want to give them as much freedom, justice, and Unity as possible, in order to do this this man Madison should be called for an investigation, and if found guilty he should be dismissed from the service. I am holding a circular letter from Mr W.S. Carter which reads in a certain paragra ph as follows, "There shall be no discrimination against employees as to membership or nonmembership in any labor organization" and to rulfill that statement you should give this case prompt attention. The men here on this division are bitterly opposed to having him as their superior officer in the capacity of track Supervisor.

The poor slaving section me only recieve a small compensation of 30-3/4 cent per hour, subject to day or night call after established hours.

You can write to any man that comes under his scope and they will tell you that he is not the man for the place, he is more of a nuisance and hinderance to the Railroad instead of being a benifit. he is tyranical, and overbearing, and abusive, and ill tempered and forces unnecessary burdens on men under his supervision. This can be proven by men in the B & B Department and Track department. he is guilty of other misdemeanors if investigated would prove that he is not the man to hold this position.

This for your consideration,

Respectively, yours,

Form 20

Louisville & Nashville Railroad Company.

Office of Road Master.

(2)

Jas R. Cates
General Organizer L & N.RR.
Croaflow, Ky Box 175-

P.S.
Mr.W.H.Smith and C.W.Madison both live at Bay St Louis Miss.
This in case you should desire to correspond with them.

J.R.C.

Copies to. W.S.Carter.
G.J.Giles.
Robt,H.Eaves.
J.R.Cates
W.H.Smith
also holds copy of this letter.

102415

July 7, 1919.

Dear Sir:

In behalf of the Director General, permit me to acknowledge your letter of July 3rd, regarding the treatment accorded you by Mr. C. W. Madison, Supervisor, while in Bay St. Louis, Miss., for the purpose of organization of track laborers.

Your letter is being referred to Mr. W. S. Carter, Director, Division of Labor, for attention.

Sincerely yours,

(Signed) M. B. C.

Mr. Jas. R. Cates,
Box 175,
Crofton, Ky.

Form 95

UNITED STATES RAILROAD ADMINISTRATION
W. G. McADOO, DIRECTOR GENERAL OF RAILROADS

E-38-11

NASHVILLE, CHATTANOOGA & ST. LOUIS RAILROAD
TENNESSEE CENTRAL RAILROAD
BIRMINGHAM & NORTHWESTERN RAILROAD

Atlanta Ga STATION 7-1 1919

Mr J A Franklin Dear Sir your Letter
Was recd And I was Proud To Get it
But was Sorry that neglec To Say
Whare was Porter I am Poter in
The Ware house I Supose you want
To Know Why No asked But
me Thay Say it is No use to ask
for you I will never get Nanswer
So i Sayed I will Try this i will
Know for my Self So I did
you had Read my Letter So you Know
Just my Standing I Trys Live a Loral
Life and Be that To all So I Beg
that you Doo all you Can for me
I Hope Whin i here from you
i Will Laugh Be Cause i am
Happy I Supose you wonder Why there is No
Marks Yours Very Truly

Will P Harrow
181 E Baker St
Atlanta Ga

DIVISION OF LABOR
JUL 5 1919

I Supose you wonder why No other Names could not
Get Him To Sign

100518

June 25, 1919.

Dear Sir:

This will acknowledge receipt of your letter of June 22nd. to the Director General urging that you be given an increase in your wages as porter for the Nashville, Chattanooga and St. Louis Railroad.

Your letter is being referred to Mr. W. S. Carter, Director, Division of Labor, for attention.

Sincerely yours,

(Signed) M. B. C.

Mr. Will Pharrow,
181 E. Baker Street,
Atlanta, Georgia.

Y*W

FILE

June 26, 1919

E-38-11

Mr. Will Pharrow,
181 E. Baker St.,
Atlanta, Ga.

Dear Sir:

This will acknowledge the receipt of your letter of June 23. I gather from your letter that you are asking for an increase as a porter.

Are you a porter on the train? Or are you a porter in a station?

Very truly yours,

J. A. Franklin

7-mws

COPY

Form G-77.

2—8075

Form 86

UNITED STATES RAILROAD ADMINISTRATION
W. G. McADOO, DIRECTOR GENERAL OF RAILROADS

NASHVILLE, CHATTANOOGA & ST. LOUIS RAILROAD
TENNESSEE CENTRAL RAILROAD
BIRMINGHAM & NORTHWESTERN RAILROAD

STATION _____ 191__

P S

I Told thim thare was No Harm
To ask for What you No you Did
Need and We Sure Doo Need
this that i Ask for if We Ever Has
Needed a thing
I thare is Several athers
in my Condition But i Can
Not Get thim to Help me to Ask for that
We want Good By

July 9,1919.

E-38-11

FILE

Mr. Will Pharrow,
181 E. Baker St.,
Atlanta, Ga.

Dear Sir:

This will acknowledge receipt of your letter of July 1st with further reference to the rate of pay you should receive as porter in the warehouse.

I attach hereto a copy of Supplement No. 7 together with interpretations #1 and #8 thereto. Should, however, any injustices in or misapplications of the wage orders arise, I would suggest that you endeavor to adjust the matter personally with your superior officer in the employ of the railroad and failing a personal settlement, that the matter be handled through your organization if you are a member of an association of railroad employees. Should you not belong to an employees' organization then I would suggest that a joint statement of facts be prepared in accordance with the provisions of Supplement No. 6 to General Order No.27, copy attached, such statement to be signed by employees and their representatives as well as by the railroad officials and forwarded to this office. Upon receipt of such a statement in this office the matter will have prompt attention and an adjustment be effected.

Yours truly,

Form G-77. 2—8675

J. A. Franklin

7-AR

July 8, 1919.

E-38-11

FILE

Mr. James R. Cates,
Box 175,
Crafton, Ky.

Dear Sir:

This will acknowledge receipt of your letter of July 3rd to the Director General, making complaint as to treatment you have received from officers of the Louisville & Nashville Railroad.

I understand from your letter that they have merely instructed that you remain off the railroad property, and they are entirely within their rights in doing so.

Organizers are not supposed to avail themselves of any of the facilities offered by railroad shops, offices, etc., and if such facilities are made available to them it is entirely at the good will and pleasure of the officers of the railroad company.

I understand that organizers can approach men on the section or right of way, but the situation in which you find yourself is entirely different. I have no relief to offer you in the particular case you complain of, however, much I might sympathize with you on account of the lack of courtesy which you met with.

Yours truly,

J. A. Franklin

Form G-77.

2—8675

7-ac

Mr Walker D. Hines,
Director Gen. R. R. ;-

JUL 10 1919

JUL 11 19

Dear Sir :-

Neil Perry and George Tennessee, (Colored) employed by the Mo. Pac. R. R. to do repair work to locamotive trucks and springs at the Argenta, Ark. round house recieve 50. Cts. per. hr. pay whereas on the other shifts in the

recieve the machinists
rate of 68 cts. per hour.

General order No 27 provides
there shall be equal pay
for the same work reguard-
less of color of the employee
therefore we take this
opportunity of calling our
cases to your attention

very Sincerely Yours
Francis Wilson
210 Rosetta ~~St~~
Little Rock Ark.

Dear Sir:

I am acknowledging for the Director General your letter of the 6th instant, advising that Hiel Perry and George Tennessee (colored) are receiving a lower rate of pay than white men doing the same class of work.

Your letter is being referred to Mr. W. S. Carter, Director, Division of Labor, for attention.

Sincerely yours,

(Signed) M. B. C.

Mr. Francis Wilson,
210 Rosetta Street,
Little Rock, Arkansas.

C:MC

E-38-11

July 14, 1919.

Mr. Francis Wilson,
210 Rosetta Street,
Little Rock, Ark.

Dear Sir:

This will acknowledge receipt of your letter of July 8th, addressed to the Director General, and referred to this Division for reply, with reference to the rates of pay that Niel Perry and George Tennessee should receive for doing repair work to locomotive trucks and springs.

I attach hereto copy of Supplement No. 4 to General Order No. 27, and Interpretations Nos. 3 and 4 thereto.

Should, however, any injustices in or misapplications of the wage orders arise, I would suggest that you try to adjust the matter personally with your superior officer of the railroad, and failing a personal settlement, that the matter be handled through your organization, if you belong to an association of railroad employes. Should you not belong to an employes' organization, then I would suggest that you have a joint statement of fact prepared, in accordance with Supplement No. 6 to General Order No. 27, copy attached, such statement to be signed by employes and their representatives, as well as by the railroad officials, and forwarded to this office. On receipt of such statement in this office the matter will have prompt attention.

Form G-77.

2—8076

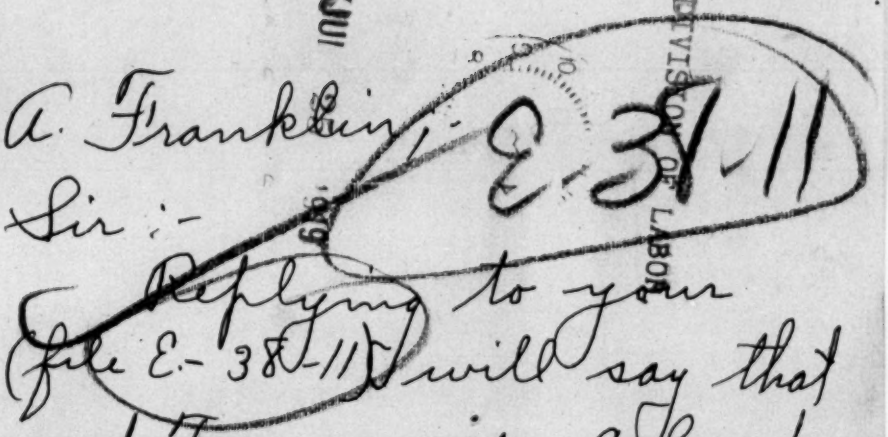
Yours truly,

J. A. Franklin

Enc.
7-RMB

July 22-1919

210 Rosetta St.
Little Rock. Ark.



Mr J. A. Franklin,

Dear Sir:-

Replying to your letter (file E-38-11) I will say that Perry and Tennessie, colored spring men at the Mo. Pac. round house have now taken their claim for machinists rate of pay up with the local rail way officials and are now awaiting a decision.

Thanking you for the favor and information I am

Yours very Truly

Francis Wilson

Miss Kline Please look after this right away

102894

E 38 PP

OFFICE OF DIRECTOR GENERAL OF RAILROADS

DIVISION OF LABOR.

Memphis Tenn

July 7, 1919.

JUL 10 1919

Hon. Mr. Hines

Director General of Railroads.

Kind sir we Colord employes of the I. C. R. R. Shops at Memphis and Nonconnak Wish you would lend us a hand in the way we are treated since the White has organised a Union it is simply bad the way we are treated because some of us that have been working for this Company 15 or 20 years they are the only one who received .68 or .62 cents we fellow who have been working 4 and 5 yrs.

We only get helpers pay which is .45 per hours. Now Mr Hines your honor we fellows think that this is unfair for most any of us who have been in the sirvice from 3 to five years are worth more than these unexperienced white men that they are rating as handy men in order the we get no farther advancement the spring men and Mach. Helpers. Now Mr. Hines when the strike was on a few years Back we spring men done side rod work, and every thing else now we are not recorsed as much as the grease Wiper only to be fired as soon they get a chance

and green white men put in our places some of them Mr times never seen a Railroad and don't no one wrench from another yet they can get Handy man pay which is from .54 to .62 cents per hour. and we colord men who have stuck by the company doing any job we were asked to do We hafter work and learn these green white men for .45 cents per with no chance of advancement one or 2 of us colord men who have been with the company 15 or 20 years gets .62 and .68 cents But non of us who have 30. 40. 50 yrs age in the machanical department get over

.45 ¢ per hour and these 2 men
which got the raise to .62 and .68 ¢
per hour just drew their back pay
in June. so they won't give us spring
men what we are entitled to for we have
allways got more than the Mach Helpers
until this new wage taken effect
now We do our same work but we are
rated at .45 cent Per hour which
is the same as Helpers. and We are
far above Helpers for when a man
work up to a spring man he is next to
Mach. and We think we ought to get
more than Helpers. Now every time our Foreman
lays off they put a white man in his place
Rather than let one of us spring
men have it

We aster when our foreman lays
off one of us was put in his place
until his returns in but to keep
us down they put white man in
this place now for we Ranow thats
not Wright. Asking to give us a
helping hand that we may get
our Right pay for what we are
doing our foreman gets .68 Per
hour - been with the company 25 years
we were to get .5 of less than him
but we only get .45 ¢ per hour
and fire us as often as they
can. So please Help
us as We did the Railroad
Company years ago
An employe of the
I.C.R.R. Shops.
Memphis Tenn

Return to
109 Davis St,
Marshall Tex

OFFICE OF
DIRECTOR GENERAL
OF RAILROADS

FT. WORTH & R.G.
TR. 8
JUN 1919
7 R.P.O.

U.S. POSTAL CARD
ONE CENT
JEFFERSON

THIS SIDE OF CARD IS FOR ADDRESS

JUL 5 1919

Mr. Brice Clagett —
Asst. Director Genl. U.S.R.R. Admn.
Washington D. C. —

7-2-14

Gentlemen. After writing to the R.R Men's International Benevolent Ind. assn. of Chicago Ill for full particulars completed with Wage Scale they referred me to you & said you would ~~bind~~ them to me immediate address Walter Williams 109 Davis St. Marshall Texas

Form G-19

FILE NO.

UNITED STATES RAILROAD ADMINISTRATION

DIRECTOR GENERAL OF RAILROADS

SUBJECT:

July 8, 1919.

E-38-11

MEMORANDUM for Mr. W. S. Carter:

DIVISION OF LABOR.

Herewith is a postal card from Walter Williams, 109 Davis St., Marshall, Texas, making inquiry regarding wage scale.

M. B. C. ✓

JUL 10 1919

fcl-hl

July 12,1919.

E-38-11

FILE

Mr. Walter Williams,
109 Davis St.,
Marshall, Texas.

Dear Sir:

This will acknowledge receipt of your letter of July 2nd in which you inquire for certain particulars with regard to wage scale.

What wage scale have you reference to? What sort of service are you rendering the railroad you are employed by?

COPY

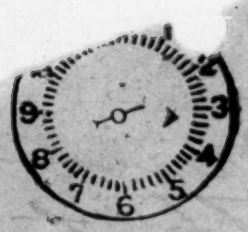
Yours truly,

J. A. Franklin

7-AR

Form G-77.

2—8078



0290
E 38-11
DIVISION OF LABOR.

Key stone W. Va.
July 3 - 1919.

JUL 10 1919
JUL 11

Dear sir. while
siting here thanking
how tired thanking
about the way the
white folks treats
us - I will rite you
and I thank you will
help us poore
colud people
ant I have been
working at Ekmon
yard about 5 or
6 yeare and please
let me no if a
colored man has
got eny rights or
not We old men

half what we
worked for. I am
telling you that is
not right, I am
riting to get a. und
ering standing from
please. u sir tha
Capen Down tuck
$1000, Wone hundred.
Dallars. off aut off
my Check. for L. B.
bond now tho Wont
pay me that tho promis
to thes Bonds. offas.
as soon as We paid
for. then and neon
I hore Done paid for.
my long go. once
soon from
Kellie Hairston

asked for. mrshenner &
helper. and tha
Wouter give it to
us - and We. Was -
the oldest men e
tha wont give
us - eny satisfich
en about it and
I thort I would
rite to you and -
meny you would
give us. satisfison
it pays 2.45 per - and
We are. Just getting
40. and 43. per. houre
I dont thout We
are getting anie
right Charles I
worked night and

Day, when the
stake was and I
have got my
pay for it all and
further more
than that
when ever I find
it rong I will
straten it out
and it. Dont get
my thing I didnt
get my Back-
time worth a
cent weather I had
ben working here
about 5 or 6 years
and the first I
drawed $41. Dollors
and the 2nd time $36.

DIRECTOR'S

Dallas I am a-
company man and
I ho it for. I
have give satisfaction
every since I have
been here. my job
is a-oil house
man. and supplie
engens, clean
site and stuff me
me something I
worked all the
time during the
war. and I still
working yet and
will work on
if the will let
let me. I worked
all the time.

later Ben here But
about 1- and 2 and 3-
years. tha got $60 and
$100 and on upond
whe fellows where
Done the work and
Ben here the longest
got the Less
money why is it
we Lie Just a.
Dog for- the rest
of me dont lost much
time neather I have
Worked. night and
Day and tha Wont
pay me for what
I have ~~x~~ Worked
for. this last day
Day Wone half off-
us- colored men got

LIBRARY

During the stroke
Wes- and didentget
us pay for- it
We- Colored men-
Worked. When no
athers- Waiter-
and- Thank. We-
arte to have our-
rights I Wont to
no When We stand
for- a- Ocb- it's wise
s posed, to have it
I am riting to you
for- X my rights
and- I Thank you
Will give it to me
my former- name
is W- H- Howe
Eckman Kansas

please answer
soon from
Nellie Hairston
Keystone W. Va.
Box 434.

to Gov. Walker, D.
Hines Director
General of Railroad

tha wont Caper
Down. pay when
pay Day comes. what
about it? dont see
in to the Way tha
DO us. and please tell
me Why is it? hone Ber
here working about 6 year
and when. tha was paying
Back. time tha paid
The men ~~tha~~ more where

102961

July 10, 1919.

Dear Sir:

I am acknowledging for the Director General your letter of July 5th, regarding the adjustment of your wages and seniority rights.

Your letter is being referred to Mr. W.S.Carter, Director, Division of Labor, for attention.

Sincerely yours,

(Signed) M. B. C.

Mr. Kellie Hairston,
P. O. Box #434,
Keystone, W. Va.

Y*L

July 14, 1919 E-38-11

Mr. Kellie Hairston,
P. O. Box 434,
Keystone, W. Va.

Dear Sir:

Your letter of July 5th to the Director General, with reference to the rate of pay you are receiving as machinist helper, has been referred to me.

I attach hereto copy of Supplement No. 4 , together with Interpretations 3 and 4 thereto.

Should, however, any injustices in or misapplications of the wage orders arise, I would suggest that a joint statement of fact be prepared in accordance with the provisions of Supplement 6 to General Order No. 27, copy attached, if you are unable to settle the matter personally with your superior officer or through your organization. This statement should be signed by the employes and their representatives as well as the officials of the railroad and forwarded to this office. Upon receipt of such a statement in this office the matter will have prompt attention and an adjustment be effected.

Yours truly,

J. A. Franklin

7-bcc

Form G-77

2—8675

LEWIS W. FAIRCHILD, NATIONAL PRESIDENT

J. O. McDONALD, NATIONAL SECRETARY

G. T. UPSHAW, NATIONAL TREASURER

E 038-11

Protective Order of Railroad Trainmen

In America

DIVISION OF LABOR
103016

Grand P.O.R.T.A. Council

General Offices: Poplar Bluff, Missouri

Poplar Bluff, Mo., July 7th, 1919.

OFFICE OF DIRECTOR GENERAL OF RAILROADS

United States Railroad Administration:
Mr, Walker D Hines, Director General;
Washington D.C.

Dear Sir;

JUL 11 1919

Attached to this letter come a letter introduceing the " Protective Order of Railroad Trainmen ", an organization formed for, and amoung Colored Men now employed in train service, which speaks for its-self, relative to its object and its purposes. According to our best views such an order will be of inestimable worth to the vairous railroads upon which our members are employed.

We cherish the humble positions given us amoung the vast number of men employed in train service throughout the United States, and desire to more fully show our appreciation by co-opperateing with the vairous officials of the United States Railroad Administration, in an effort to insure safety, intelligence and reliability, amoung employes in our class of service.

To know your position on the existence of such an organization will be appreciated.

Very truly yours.

Lewis W. Fairchild
President.

LW/JOM: # 216.
Box 243. Poplar Bluff Mo,

LEWIS W. FAIRCHILD, National President
Poplar Bluff, Mo.

J. O.. McDONALD, National Secretary
Poplar Bluff, Mo.

G. T. UPSHAW, National Treasurer
Fort Worth, Texas

Protective Order of Railroad Trainmen

In America

Grand P.O.O.R.T.I.A. INSTITUTED Council

General Offices: Poplar Bluff, Missouri

Poplar Bluff, Mo.

(Circular Letter, File No. 216) July 7th, 1919.

United States Railroad Administration;
Director General of Railroads,
Regional Directors and General Managers,

Gentlemen:—

This comes to intelligently advise that we, the Colored Men employed as Trainmen on passenger and freight trains in and out of the United States, express our sincere appreciation to you for the consideration given us as workmen in the way of recognition, affiliation and protection in wages and working conditions. We, as a class of Trainmen for the past 50 years or more, have been very closely associated industrially with members of the four big brotherhoods, yet we are not members of either; we feel however, that our long years of faithful and efficient service have been fully appreciated by the several authorities under whose supervision we have previously labored.

It is our desire to make all necessary improvements along the lines of efficiency, intelligence and safety, and for that specific cause, along with other necessary causes, we have organized and incorporated the "PROTECTIVE ORDER OF RAILROAD TRAINMEN", which is being constituted of Colored Brakemen, Switchmen and Train Porters. Our object is to unite brakemen, switchmen and train porters into our order for benevolent, protective and beneficial purposes, to encourage scientific and educational instructions for the promotion of efficiency, safety and intelligence among our members and all who enter our class of service, to advance the moral, social and educational privileges of our members, and to properly care for aged and infirm members, and to properly represent our members to those in authority for recognition in all matters pertaining to their welfare.

We now have members and locals in the following States: Missouri, Arkansas, Oklahoma, Kansas, Colorado, Louisiana, Texas and New Mexico. We stand 100 per cent for justice to ourselves, our fellowmen, our Government and the United States Railroad Administration. Our General Office is located in the City of Poplar Bluff, in the State of Missouri, and our Jurisdiction is the United States. The following are our National Officers: Lewis W. Fairchild, President, Poplar Bluff, Mo.; Thomas Thompson, Vice-President, Fort Worth, Texas; J. O. McDonald, Secretary, Poplar Bluff, Mo.; Glenn T. Upshaw, Treasurer, Fort Worth, Texas; Chas. Blackwell, Director, St. Louis, Mo.; A. C. Crockett, Director, Little Rock, Ark.; Henry Thomas, Director, Hugo, Okla.; Phil Eddings, Director, El Paso, Texas; Mack McCoy, Director, Shrevesport, La.; J. W. McCree, Member of National Board, San Antonio, Texas and G. W. Love, Member of National Board, Poplar Bluff, Mo.

We take this method of informing you of our order that you may know the interest we are taking in perfecting our organization which is destined to insure the various railroad companies upon which our members are employed of intelligent, trustworthy men, as well as to show ourselves manly toward each other and the public.

To know your position on the existence of this order will be appreciated by the entire brotherhood. Should you desire to comment on this letter, you may address same to our President.

Respectfully yours,

COLORED TRAINMEN.

Lewis W. Fairchild, President,
Box 243,
Poplar Bluff, Missouri.

103016

July 11,1919.

Dear Sir:

In behalf of the Director General permit me to acknowledge your letter of July 7th, enclosing circular letter dated July 7th, announcing the organization of the "Protective Order of Railroad Trainmen".

Your letter, with attachment, is being referred to Mr. W. S. Carter, Director, Division of Labor, for attention.

Sincerely yours,

(Signed) M. B. C.

Mr. Lewis W. Fairchild,
President,
Protective Order of Railroad Trainmen,
Poplar Bluff, Missouri.

Y:MC

July 14, 1919.
E-25-11

FILE

Mr. L. W. Fairchild,
Box 343, Poplar Bluff, Mo.

Dear Sir:

This will acknowledge receipt of your letter of July 7th, addressed to the Director General, attaching circular letter relative to the organization and incorporation of the "Protective Order of Railroad Trainmen", and wishing to be advised as to the position of the Railroad Administration with reference to such an organization. I attach hereto copy of General Order No. 8, which will speak for itself.

COPY

Yours very truly,

J. M. Franklin

7-fd
Encl.1.

Form G-77. 2—8076

E-38-11

102911

OFFICE OF DIRECTOR GENERAL OF RAILROADS

DIVISION OF LABOR

JUL 10 1919

July 10 th. 1919.

Hon. Walter D. Hines, Dtr. Gen'l of Railroads.

Washington, D.C.

JUL 11 919

Dear Sir:-

I thank you for the consideration given my night letter in relation to the wages of Pullman porters.

Through Mr. Brice Claggett we received the supplement #18 to General Order #27-From Mr. F.F.Gaines.

This Order seems quite clear as to each and every point, what every employee should receive.

And yet ,as stated in a letter to Mr. Gaines ,the operative department does not seem to comprehend.

We therefor ask your assistance,concerning the proper interpretation, of Articles 1,3,and9.

Private cars with three or four attendants, Where meals are prepared and served what should be the rating of men in charge of such service stewards, or porters incharge. Does it make any difference in the pay, because there happens to be a differance in the color?

Should there be a progressive scale of wages for the porter, and what should be the maximum and what the minimum of the scale?

Preservation of rates where porters are asigned runs in charge (old an competant porters,doing both the porters and conductors work)what should be the rate of pay for this class?

Where porters are not equipped or competent and the services of a conductor are required, making an expence of $115.00 for the conduct or and $60.00 for the porter, totaling $175.00, should not the porter effecting this saving receive $115.00, according to Article9 ?
I hope you will do us the favor of making this clear.

Obediently yours ,

George Young

George Young
255West 144th St.
New York City

E-38-11

July 14, 1919.

Mr. George Young,
~~246~~ West 144th St.,
New York City.

Dear Sir:

This will acknowledge receipt of your letter of July 10th, addressed to the Director General, and referred to this Division for reply, in which you inquire as to whether difference in pay under Supplement No. 18 would arise on account of a difference in the clor.

I know of no such discrimination as practised by the wage order.

You ask whether there should be a progressive scale of wages for the porter and that the maximum and minimum would be.

I think the information contained in Supplement No. 7 and 18 is sufficiently clear, and if there is any dispute in the wage orders, I would suggest that you try to adjust the matter personally with your superior officer of the railroad, and failing a personal settlement, that the matter be handled through your organization, if you belong to an association of railroad employes. Should you not belong to an employes' organization, then I would suggest that a joint statement of fact be prepared, in accordance with Supplement No. 6 to General Order No. 27, copy attached, such statement to be signed by employes and their representatives, as well as by the railroad officials, and forwarded to this office. On receipt of such statement in this office the matter will have prompt attention.

Form G-77. 2—8670

Yours truly,

J. A. Franklin

Enc.
7-RMB

E 38-11

Form 20

Louisville & Nashville Railroad Company.

Office of Road Master.

DIVISION OF LABOR.

Bay St Louis Miss.
July 3, 1919.

Mr. Walker D. Hines,
Director General of Railroads.
Washington,
D.C.

JUL 11 '19

Dear Sir:-

Will let you know a few facts about the officials on the N.O & M Division of the L & N.RR

I am the General Organizer of L & N.RR for the American Brotherhood of Ry Trackmen.

I was using the Typrwriter of Mr.W.H.Smith, who is Foreman of Section 10-1/2 at Bay St Louis Miss. Mr Smith gave me permission to use his Typewriter, who has an office in the storeroom, and at the time the Supervisor, Mr.C.W.Madison happened in the office. Mr Smith introduced him to me and told him my buisness. Mr Madison then stated that a man was mighty low down to organize a Negro institution. I told him that if a Negro wasnt worthy of his organization and rights, and if he was too low down to belong to the Organization he was too low down to work on the tracks in the Maintenance of Way Dept, and was his duty to discharge the clered forces if that be the case. He then turned to Mr Smith instructing him to get me out of the building, and I walked out without any further trouble. upon reaching the door I asked Mr Madison to give me his name and address that you might want to communicate with him, and he said it was none of my buisness and I turned and asked Mr Smith what his name and address was and he replied " Ask him yourself, he will tell you". I then asked him again, he said "What is it to you" upon that assertion I went to the station and obtained the information from the station agent.

Now Mr Hines I understand that you and the other members of this Administration are the laboring man's friend and want to give them as much freedom, justice, and Unity as possible, in order to do this this man Madison should be called for an investigation, and if found guilty he should be dismissed from the service. I am holding a circular letter from Mr W.S. Carter which reads in a certain paragra ph as follows, "There shall be no discrimination against employees as to membership or nonmembership in any labor onganization" and to fulfill that statement you should give this case prompt attention. The men here on this division are bitterly opposed to having him as their superior officer in the capacity of track Supervisor.

The poor slaving section me only recieve a small compensation of 30-3/4 cent per hour, subject to day or night call after established hours.

You can write to any man that comes under his scope and they will tell you that he is not the man for the place, he is more of a nuisance and hinderance to the Railroad instead of being a benifit. he is tyranical, and overbearing, and abusive, and ill tempered and forces unnecessary burdens on men under his supervision. This can be proven by men in the B & B Department and Track department. he is guilty of other misdemeanors if investigated would prove that he is not the man to hold this position.

This for your consideration,

Respectively, yours,

Form 20

Louisville & Nashville Railroad Company.

Office of Road Master.

(2)

Jas R. Cates

General Organizer L & N.RR.

Croftón Ky Box 175

P.S.

Mr.W.H.Smith and C.W.Madison both live at Bay St Louis Miss. This in case you should desire to correspond with them.

J.R.C.

Copies to. W.S.Carter. L
G.J.Giles.
Robt,H.Eaves.
J.R.Cates
W.H.Smith
also holds copy of this letter.

PHONE MAIN 7058

PLEASE ADDRESS ALL COMMUNICATIONS IN THE NAME OF THIS ASSOCIATION

Railroad Men's International Benevolent Industrial Association

OFFICE OF
INTERNATIONAL ATTORNEY
WILLIAM L. HOUSTON

613 F STREET, N. W.
ROOMS 101-103
WASHINGTON, D. C.

III E-3811

July
Tenth
1 9 1 9.

Hon. W. S. Carter, Director, Division of Labor,
United States Railroad Administration.,
Washington, D. C.

Dear Sir:-

Am transmitting to you petition of employes of the Southern Pacific Railway Company on San Joaquin, living at Fresno, California. The same is well prepared and is relative to non-payment of back time. The rates received and the specific raises granted are given for each employee on final page of the attached petition.

Will you kindly give this matter your respectful attention?

Yours truly,

R. L. Mays

International President,
59 East 35th. St.,
Chicago, Ill.

DIVISION OF LABOR

JUL 12 '19

RLM-M

Mr. Robert L. Mays, International President
Railroad Men's I.B.I.A.
3902 South State Street,
Chicago, Illinois.

Dear Sir

The petition of the undersigned respectfully desire to submit the following statement:

That all of the undersigned are employees of the Southern Pacific Railroad Company, San Joaquin Division, living at Fresno, California, employed in the following classifications:

Boiler washers, turn table operators, engineer watchman, engineer oilers, lubricate fillers, and engine wipers, and common laborers in shops and round houses;

That the undersigned are informed that their claim herein referred to is based upon Supplement 7, to General Order No. 27, issued by Director General W. G. McAdoo, which said Supplement, effects, among others, boiler washers, turn table operators, engineer watchman, engineer oilers, lubricate fillers, rod cup fillers, and common laborers in shops and round houses.

First increase of pay was announced in Bulletin 27, issued in June, 1918. In effect from January 1st, 1918, regularly applied first on June Wages, making undersigned employees working on hourly basis, with time and one-half after eight (8) hours and time and one-half for Sundays and holidays - 30½ cents lowest to 39 cents highest per hour.

Supplement No. 7 to General Order No. 27, effects all the undersigned employees.

The particular portion of Supplement No. 7 upon which petitioners complain of as not having been complied with, is as follows:

> "generally speaking the wage increase contained in the supplements amount, as compared with the wages paid on January 1, 1918, to $25.00 per month for employees paid on a monthly basis, and 12 cents per hour for employees paid on an hourly basis. These increases include any increase granted to these employees put into effect under General Order No. 27. General Order No. 27 is cancelled in so far as it applies to these employees."

Effective on September 1st.

> "the new rates are effective as of September 1st, 1918. Back pay from January 1st, 1918, not already paid out will, of course, be paid on the rate established in General Order No. 27.
>
> "under these suuplements, the eight hour day is established throughout for these employees with over-time up to ten hours on a pro-rata basis, with time and one-half thereafter."

Under this Supplement, the undersigned employees were granted the following increases.

Men working on hourly basis from 6 cents per hour, the lowest, to 9 3/4 cents per hour, the highest. With time and one-half after eight (8) hours and time and one-half for Sundays and holidays.

We claim for all the undersigned employees under Bulletin No. 7, working on an hourly basis, 12 cents per hour, with the same application for hours of work for regular and over-time as are given other round-house and shop employees working on hourly basis.

As we understand Supplement No. 7, all employees mentioned in

Supplement No. 7 were to receive an increase in wages.

The undersigned employees further claim they are entitled to back pay for all increases in pay entitled under Supplement No. 7 from January 1st, 1918 to September 1st, 1918. This back pay was not allowed the undersigned employees, although we were informed by the Foreman and Master Mechanic, we would be paid this increase from January 1st, 1918 to September 1st, 1918. All of the undersigned employees subscribed for bonds twice in the fourth Liberty Bond Loan, believing they were to receive this back pay and were intending to apply same on their Liberty Bonds. Being cut out of this back pay, has caused some of these employees to make great sacrifices to meet the payments on their bonds.

We further claim this back pay for the reason that all other round house and shop employees not mentioned in this supplement were allowed and paid back pay from January 1st, 1918, on all increases of pay granted them. Some of these employees were granted as high as 29 cents per hour increase with time and one-half after eight (8) hours and time and one-half for Sundays and holidays.

We were not informed that we had been cut out of this back pay until the back pay checks came in November, 1918. We were then told we had been cut out of any back pay and given no explanation as to why.

Petitioners desire to know why this discrimination has been made between these two classes of round house and shop employees.

We can't believe the Board of Railroad Wage and Working conditions, or the Director General of Railroads intended there should be any discrimination made in the application of increases of pay recommended and granted round house and shop employees.

The following shows the wages, petitioners were receiving before increase was announced in June Supplement No. 7 of General Order No. 27.

		Per hour.	increase.	Now receiving	
Ollie Wolfskill.	Boiler. Washer.	39¢	6¢	45¢	Per hr.
Walter Barnes	" " Helper	35¢	7¢	42¢	"
Edw. E. Lewis	Engine Oiler	35¢	7¢	42¢	"
John F. Johnson.	Lubricater filler.	32¼	7¾¢	40¢	"
Wm Hamilton	" "	32¼	7¾	40¢	"
Sylvester Brown	" "	32¼	7¾	40¢	"
John Cannon.	Preparing & replacing lights head	30½¢	9½¢	40¢	"
Alex Sims	turntable operater	30½¢	9½	40¢	"
Rufus MaShaw.	" "	30½¢	9½	40¢	"
Lucius Brown	" "	30½	9½	40¢	"
Rheuben Dunn	Sand & Eng. supply man	30½	9½	40¢	"
Fred. Harris	Engine watchman & Rod Cup filler	30½	9½	40¢	"
John Gaines	" " " " "	30½	9½	40¢	"
Geo Saunders	" " " " "	30½	9½	40¢	"
James Rhodes	Engine Wiper	30½	9½	40¢	"
James Williams.	Round house Janitor	30½	9½	40	"

July 15,1919.

E-28-11

FILE COPY

Mr. R. L. Mays,
International President, B.M.I.B.I.A.,
50 East 35th St.,
Chicago, Illinois.

Dear Sir:

This will acknowledge receipt of your letter of July 10th addressed to Mr. W. S. Carter with reference to back pay claimed to be due certain employees of the S. P. Railroad.

I have read over same and note that one of the chief contentions is that they are entitled to back pay under the rates granted in Supplement No. 7 from Jan. 1,1918. In this they are mistaken. General Order No.27 would cover this class of service up until the issue of Supplement No. 7, effective Sept. 1st and not retroactive beyond that date. Such back pay as they might feel to be due them up until Sept. 1st would accrue under General Order No.27.

With regard to Article XIX having to do with the length of the day, the basic 8-hour day was recognized but a flat 8-hour day was not laid down.

Should, however, any injustices in or misapplications of the wage orders arise, I would suggest that you endeavor to adjust the matter personally with your superior officer in the employ of the railroad and failing a personal settlement, that the matter be handled through your organization. If you are unable to do this then I would suggest that a joint statement of facts be prepared in accordance with the provisions of Supplement No. 6 to General Order No.27, copy attached, such statement to be signed by employees and their representatives as well as by the railroad officials and forwarded to this office. Upon receipt of such a statement in this office the matter will have prompt attention and an adjustment be effected.

Form G-77. 2—8075

You will see from the above that there is no use sending me statements from employees unless you do so in accordance with the wage orders. If you had first carefully studied the wage order you would never have sent me the statement in question. The statement is not well prepared and is not proper. It may be well written but it has no basis in the terms of the wage order.

7-AR

Yours truly,

J. A. Franklin

Form 2552

STANDARD
9-17-150000

103658

HOUSTON & TEXAS CENTRAL RAILROAD COMPANY

OFFICE OF

E-38-11

DIVISION OF LABOR

OFFICE OF DIRECTOR GENERAL OF RAILROADS

JUL 14 1919

JUL 16 1919

Houston, Texas,
July 8th 1919

Mr W B Hines,
Director General of Rail Roads,
Washington, D C.

Dear Sir:- I am employed as a porter in the offices at Houston Texas, Houston, Terminals, and I am unable to get any settlement through the Supt' Terminal's office covering my back pay, he says that my back pay was correct, however, I donot think I am getting my proper pay for the job I am on.

I amnot receiving the same rate of pay, same class of work, as other porters in the Terminals, they are receiving $80.00 per month, 26 days constitutiang a month, while I receive only seventy dallars, ($70.00) and am compelled to work 30 and 31 days a month.

In as much as I am unable to get any satisfactory information through the officials in Houston Terminals, will you please advise me whetherornot I am receiving proper pay for the position I am holding, if so, why doesnot this job pay the same as like positions, same class of work.

Yours Very truly,

Tom Driver

UNITED STATES RAILROAD ADMINISTRATION

W. G. McADOO, DIRECTOR GENERAL OF RAILROADS

WASHINGTON

DIVISION OF LABOR

W. S. CARTER, DIRECTOR

J. A. FRANKLIN
G. W. W. HANGER
ASSISTANT DIRECTORS

January 9,1919.

E-38-14

Mr. Tom Driner,
3308 Glispie St.,
Houston, Tex.

Dear Sir:

This will acknowledge your letter of December 29th, addressed to the Director General and which has been referred to this Division, with reference to back pay.

Altho you do not state the class of work you are doing, still your reference to the position of janitor causes me to feel the incfeases you refer to, which you state has not been correctly applied to you, would come under Supplement No. 7 to General Order No. 27 and I, therefore, attach copy hereto, also copy of Interpretation No. 1 to Supplement No. 7.

If there are any injustices in or misapplications of the wage orders arising, I would suggest that you endeavor to adjust the matter personally with your superior officer in the employ of the railroad, failing a personal settlement that the matter be handled thru your organization, if you belong to an association of railroad employees. Should you not belong to an employees' organization, a joint statement of fact should be prepared in accordance with the provisions of Supplement No. 6 to General Order No. 27, copy attached. Upon receipt of such a statement in this office, the matter will be adjusted.

Yours truly,

7-GH

103658

July 15, 1919.

Dear Sir:

This will acknowledge receipt of your letter of July 8th to the Director General, regarding your inability to secure an adjustment of your wages as porter for the Houston Terminals.

Your letter is being referred to Mr. W. S. Carter, Director, Division of Labor, for attention.

Sincerely yours,

(Signed) M. B. C.

Mr. Tom Driver,
1914 Haley St.,
Houston, Texas.

Y.R.

July 21, 1919.

FILE

E-38-11

Mr. Tom Driver,
1914 Haley St.,
Houston, Texas.

Dear Sir:

This will acknowledge receipt of your letter of July 8th to the Director General with reference to back pay claimed to be due you for services rendered as porter.

I attach hereto copy of General Order No. 27, which covered this class of service up until the issue of Supplement No. 7, copy attached, as well as Interpretations Nos. 1, 8 and 16 thereto.

COPY

Should, however, any injustices in or misapplications of the wage orders arise, I would suggest that you endeavor to adjust the matter personally with your superior officer in the employ of the railroad and failing a personal settlement, that the matter be handled through your organization, if you belong to an employe's association. Should you not belong to an employe's organization, then I would suggest that a joint statement of fact be prepared in accordance with the provisions of Supplement No. 6 to General Order No. 27, copy attached, such statement to be signed by employes and their representatives, as well as by the railroad officials, and forwarded to this office. Upon receipt of such statement in this office, the matter will have prompt attention and an adjustment be effected.

Yours truly,

Form G-77

2—8675

J. A. Franklin

7-ac

104063

E 38-11

JL 16 1919

Memphis Tenn. July
6. 13/1919. Mr Hines
Dear Sir We Would
To Get Some instruction
From You a Boost or
Back Time the are
8. of We Colored men
an We ar Employed
By the L. & N. R. R.
North Memphis Yard
an We Hadent Got
ot Back Time We Would
Thank You So much To
Look after it for us

DIVISION OF LABOR.

17 19

We Got a Raise in
July 1916 it Was $3.50
an We Got another
Raise in Sept. $3.76
an We ar Working
at this Time For $3.27
an 10 hours Work

an When We Wer
Working For $3.76 c
We Wer Making
11 hours an Hour
Time

We Would
Thank You Somuch To
To Look over our
Condishion

DIRECTOR GENERAL
OF RAILROADS

an See for it Joins
& Want Like M
* name Colored Laborers
of T. H. R. R. Ward
North Memphis Tenn
369 Jackson ave.

Joman M
Long

104063

July 16, 1919.

Dear Sir:

This will acknowledge receipt of your letter of July 13th to the Director General, regarding some back pay which you feel to be due you by the Louisville and Nashville Railroad.

Your letter is being referred to Mr. W.S.Carter, Director, Division of Labor, for attention.

Sincerely yours,

(Signed) M. B. C.

Mr. James M. Long,
369 Jackson Ave.,
Memphis, Tenn.

y/rw

July 23, 1919.

File I-38-11

FILE

Mr. Joman M. Long.
369 Jackson Ave.,
Memphis, Tenn.

Dear Sir:

This will acknowledge receipt of your letter of July 13th, with reference to back pay you claim to be due you and certain other men.

Before I can answer you intelligently as to whether or not you will be entitled to back pay, it will be necessary for you to advise me what you have been doing since January 1, 1918. Please advise me the name of the individual, concern or railroad for which you worked in each instance; also the date you commenced work there, and the date you left that employ, together with the sort of work you did; giving me this information right up to the present time.

Yours truly,

J. A. Franklin

COPY

Form G-77.

7-RMB

...STRATION OF LABOR.
OFFICE OF DIRECTOR GENERAL OF RAILROADS
JUN 11 1919

E-3[illegible]11

98453
Form 1575

ILLINOIS CENTRAL RAILROAD COMPANY.

Louisville, Ky. Jun. 9. 1919

JUN 11 1919

United State Administration
Mr. Walker D. Hines, Director Geneal Railroa

Dear Sir.

I am writing you asking you for a few points I have been working only a short time about 28 months and have had the opitunity as having a book of Rules. I have only work in passenger train porter on local passenger and we as train porters ar ask to keep the Vests Vestibules closed on our trains and we cant keep them closed as we have no one to keep the whites out of the Calord car as we have the Jim Crow law in this state and when we ask them to not open them they will curse us and speak of killing us. and if they wont the Jim Crow law in this state to think that they should stay out of the Calord car. the white employes are worse than the passengers they will knock over the Calord passengers filling up they dont have time to wait to unload what they are required to. and the Lindsmen will have all of they simplyes in the Colord end of car. we also haffty ride the top of tinder back from 7 St. to Oak St. to pickett the Engineer and some of them wont take our Signal. so we are asking you of the pinalel of riding in the Cab to Each Our Engins to the Rotund house the P.C. and St. L.R.R. dont use any and they runs our the same track the I.C.R.R. uses and some times the I.C Engins dont have enuy fields. and we are asking you if it is rite for us to ride the tinder back when it is raining the rain is hitting us in the face so that we cant see any thing and we would like to advord riding the tinder back hoping to here from you at an early date

Very truly yours,
Jos. W. Clopton, 721 G St 14th St
Train Porter Paducah Division

AL

Form 1575

ILLINOIS CENTRAL RAILROAD COMPANY.

PS it is a noth[er] point I wont to
ask you, if we are getting a fair deal. Thats
is why we was only making $60.00 per
month we couldn get away of the old Brake-
man to work in our place a few trips. Since
we have been granted a base where we could
make a very good living. They have all ask
for passenger trains and runs as young train
postions off of our jobs. Where we worked at
Through the hard winter of 1917 at small
salary and the only thing we can get is (1)
man out of Paducah Ky Division on
No 121 and 122 from Louisville Ky to
Fulton Ky Local Passenger 272 miles
round trip 544 miles for 11 to 12 on road
one way Engin & Engin Crue is cut
out at Paducah train crue is run on-
through to Fulton Ky, and we are also
aske to wair nice clean uniform when
we, haf to handle Baggage Chickens Coops Ice
tubs of butter milk & so on. and if we Say
enny thing we are wrote up are discharged
from the road. Thats why I am writing
you to kep you saying enny thing to
the train Master ale Superintendent
and the billion you will give us the rules
to work by. and as such We scall Know
we Know I know what we are getting only
what Boss one tells us and what our
Chicks Calls for

98453

June 11, 1919.

Dear Sir:

This will acknowledge receipt of your letter of June 9th to the Director General regarding the adjustment of your wages and working conditions.

Your letter is being referred to Mr. W. S. Carter, Director, Division of Labor, for attention.

Sincerely yours,

(Signed) M. B. C.

Mr. James W. Clopton,
721a S. 14th Street,
Louisville, Kentucky.

Y*W

FILE

June 16, 1919

E-38-11

Mr. Jas. W. Clopton,
721a S. 14th St.,
Louisville, Ky.

Dear Sir:

This will acknowledge the receipt of your letter of June 9, in which you ask whether something cannot be done so that you will not have to ride the tenders on the engine.

I am not quite clear as to what your trouble is. You have written me a rather confused letter, and I wish you would get one of your associates who can present your case in a straightforward manner to write me another letter and tell me just what it is you want.

You speak of certain cases where the whites are abusing the blacks in the way of crowding into their cars, and the engineer won't step on your signal -- I do not understand just what it is you are doing on the tender of the engine anyway, why you should be there.

If you make your case clear to me I can probably give you the information you need.

Very truly yours,

J. A. Franklin

COPY

Form G-77. 2—8375

7-mwa

AL.

E-38-1

DIVISION OF LABOR

Form 1575

ILLINOIS CENTRAL RAILROAD COMPANY.

Louisville, Ky June 19 1919

JUN 23 1919

Mr J.A. Franklin,

Dear Sir

I recived your letter asking me to explain why we have to ride the back end of our engins tenders. we are riquired to ride them from the round house to 7 Street Station. and from 7st to the round house to picuk them, ~~back~~ over the main line. and they are some of the engineer wont take our signal-- when we are up on the tender. we dont like eney use in riden them back as the other roads dont use eney pickills, we are wilin to carry our engins from and to Station & Round house, but dont like set on top of tenders) and in regards to the whills abusing the black when we stop at stations they wont wait till they cang get off and on at the ends. they will rush through the black care and crowd through trying to rush on and off. the white employes are worse then others leaving tools, scrub buckets, firemens tools and other things they will leave them in blacks care. when we have Baggage Cars they could put them in and it dont do eney good to speak to them about it and I felt like it was my duty to write to Mr W.J. Hines, as I didnt know eney one els to write to, we only have to ride our engins tenders, here at Hulton. by we ~~no~~ rides in Cab where we would like to ride when we come in here and go out. the distance is about 1 mile and a 1/2 from 7 Street Station to the round house hoping this letter will give you a better understanding

Very Truly Your

James W. C Coplon,
#721 S. 14th St.

July 25, 1919.

E-38-11

Mr. James W. Clopton,
731a S 14th St.,
Louisville, Ky.

Dear Sir:

This will acknowledge receipt of your letter of June 19th to Mr. J. A. Franklin with further reference to your wages and working conditions as an employee of the Illinois Central Railroad.

Will you please advise me what your position is; how are you classified by the company for which you are working?

Yours truly,

J. A. Franklin

7-AGH.

COPY

Form G-77

UNITED STATES RAILROAD ADMINISTRATION

DIRECTOR GENERAL OF RAILROADS

WASHINGTON July 25, 1919.

DIVISION OF LABOR
W. S. CARTER, DIRECTOR

J. A. FRANKLIN
G. W. W. HANGER
H. F. DAUGHERTY
ASSISTANT DIRECTORS

In your reply refer to File

E-38-11

Mr. James W. Clopton,
721a S 14th St.,
Louisville, Ky.

Dear Sir:

This will acknowledge receipt of your letter of June 19th to Mr. J. A. Franklin with further reference to your wages and working conditions as an employee of the Illinois Central Railroad.

Will you please advise me what your position is; how are you classified by the company for which you are working?

Yours truly,

J. A. Franklin

7-AGH.

DIVISION OF LABOR
AUG 1 1919

E 38-1

195529

OFFICE OF DIRECTOR GENERAL OF RAILROADS

116 Yarbrough alley

Raleigh N.C. 7/23/19

Mr Hines JUL 24 1919 over here sir
are from Collard fireman
here & Blind faithe we have
not to now / Eny thing about
this Cost back which the
Government has Give us and
we will ask yr to Plese Give
us Just the Size of it so that
we Can under Stand Some thing
about it for the way things
is here now there is no Church
for a Living this Segyard Sis
ant no Good our age
I cant mount to Eny thing
with us those how have the Size
keep it from us so we Cant See

& tell Emy Thomey at all
and so are all be very
glad to get soon in
Stenuction in that line
hoping to hear yr soon
Thanking yr Kindly
for Esmpermission
as Ever our sin allation
mrs walker. b. Himes

105529

July 25, 1919.

Dear Sir:

This will acknowledge receipt of your letter of July 23rd, regarding the seniority of colored firemen.

Your letter is being referred to Mr. W. S. Carter, Director, Division of Labor, for attention.

Sincerely yours,

(Signed) M. B. C[illegible]

Mr. W. H. Walton,
116 Grimes Ave.,
Raleigh, N. C.

Y.R.

July 30, 1919.

E-38-11

Mr. W. M. Walton,
116 Grimes Ave.,
Raleigh, N.C.

Dear Sir:

This will acknowledge receipt of your letter of July 23rd with regard to the rate of pay firemen should receive.

I attach hereto a copy of Supplement No. 15 to General Order No. 27, which will no doubt give you the information you desire.

Should, however, any injustice in or misapplications of the wage orders arise, I would suggest that you endeavor to adjust the matter personally with your superior officer in the employ of the railroad and failing a personal settlement, that the matter be handled through your organization, if you belong to an association of railroad employees. Should you not belong to an employes' organization, then I would suggest that a joint statement of facts be prepared in accordance with the provisions of Supplement No. 6 to General Order No. 27, copy attached, such statement to be signed by employes and their representatives as well as by the railroad officials, and forwarded to this office. Upon receipt of such a statement in this office the matter will have prompt attention and an adjustment be effected.

Very truly yours,

J. A. Franklin

7-ACH.

Form G-77

7--8675

Form 1-61

UNITED STATES RAILROAD ADMINISTRATION
DIRECTOR GENERAL OF RAILROADS

COLORED TRAINMEN

SUBJECT: Application of Supplement # 13 to General Order #27 to Colored Trainmen.

Volume No. 3
From 5-6-19
To

DIVISION OF LABOR

E 38-11-A

El Paso, Texas,
April 29, 1919.

DIVISION OF LABOR

Mr. W. S. Carter,
Division of Labor,
U. S. Railway Administration,
Washington, D. C.

DIVISION OF LABOR.

MAY 3 1919

MAY 3 1919

Dear Sir:-

We have beenhaving quite a little discussion with reference to our classification under Supplement No. Sixteen to General Order No. Twenty-seven issued by the Department and wish you would kindly advise us in which class we are placed.

As you know the Colored Trainmen working on this Division do the same work as the white flagmen and in addition thereto have a side line of car cleaning on each trip and we are uncertain exactly in which class we have been placed by the Administration. We will indeed appreciate a prompt reply from you.

We remain

Yours very truly,

R. S. James 3018 Morgan St

P. H. Eddings

Grievance Committee,
Colored Trainmen, El Paso
Division, G.H.&.S.A.
Railroad.

May 6, 1919

F-38-11-A

Messrs. R. S. Jasma
and P. H. Eddings,
3018 Maryland St.,
ElPaso, Texas.

Dear Sirs:

This will acknowledge the receipt of your letter of April 29, addressed to Mr. W. S. Carter, Director of the Division of Labor, regarding classification of colored trainmen doing the same work as the white flagmen, etc.

I am attaching a copy of Supplement #12. However, if you should not feel that you are properly treated under the wage orders, I would suggest that you endeavor to adjust the matter personally with your superior officer in the employ of the railroad, and failing a personal settlement, that the matter be handled thru your organization, if you belong to an association of railroad employes. If you do not belong to an employes' organization, then I would suggest that a joint statement of facts be prepared in accordance with the provisions of Supplement #6 to General Order #27, copy attached, and forwarded to this office, when the matter will have prompt attention and an adjustment effected

Very truly yours,

J. A. Franklin

Assistant Director.

7-1WS

S. A. PADGETT, GRAND ORGANIZER

Colored Association of Railway Employees

919 market st ~~[illegible]~~

Knoxville, Tennessee

DIVISION OF LABOR. 25

HEADQUARTERS:
27 WEST JACKSON MOUND STREET
MEMPHIS, TENNESSEE

may 1.1919

E. 38 11-d

MAY 2 1919

MR.w,s,Carter
Director Divison
of labor
washington D C

Dear Sir I will Call Your atantion Supplment No 12 To general order no 27 which case i taken up a fue days ago with MR.F.E.Burgus Chairman of Board no 1 conserning interpretation which i had been informed by some of the Railroads that thire had been an Interpretation on Supplment no 12 but MR.Burgus states to me that thire had been no such

cases refered to that board and and he had referad the matter to you know we would like to have the order put in foree as we feel that we have been held out of our money long enough there fore i take this mater up with you as i have taken the matter up with several of the officals of different roads and some of them tell me that there has been

an interpretation on the order while the majarty of the roads are compling with the order and some of them have paid off the back time in full and some are not making any efforts to do any thing at all and we are satisfid that if one has complied with the order that all of them are intitle to do

the same and as we look at the matter that any man that is required to perform the folling duetyes that are specfied in supplment will be paid breakman Wages and classed as a Passenger Breakman and i can say that the men that i Represent are doing all that is specfied in supplment no 12 there fore i ask that the order be complied with on all roads in the same maner if nessary i will give the names of the roads that are

compling the order hoping to here from you by return mail and thinking you for the same

Respectfully Yours

S. A. Padgett

Special RepredentativeOf the Grand President

May 8, 1919.

File E-38-11-A

Mr. S. A. Padgett,
919 Market Street,
Knoxville, Tennessee.

Dear Sir:

This will acknowledge receipt of your communication of the 1st instant, addressed to Mr. W. S. Carter, with reference to the application of Supplement No. 12.

I understand that instructions have been issued to all Regional Directors that this supplement be applied as directed.

However, if there are any injustices in or misapplications of same, I would suggest that the men affected thereby endeavor to adjust the matter personally with their superior officers in the employ of the railroad, and failing a personal settlement that they handle through your organization; should no satisfaction be derived in this manner, I would then suggest that a joint statement of fact be prepared in accordance with the provisions of Supplement No. 6 to General Order No. 27, copy attached, and upon receipt of which in this office the matter will have further attention.

Very truly yours,

J. A. Franklin

7-cg
Enc.

E-38-11-a

May 5 1919

UNITED STATES RAILROAD ADMINISTRATION.

WASHINGTON, APRIL 3, 1919.

INTERPRETATION NO. 13 TO GENERAL ORDER NO. 27.

STATEMENT.

Article VI, General Order No. 27, reads in part:

> "Effective June 1, 1918, colored men employed as firemen, trainmen, and switchmen shall be paid the same rates of wages as are paid white men in the same capacities."

QUESTION.—What is the intent of that portion of the above-quoted paragraph, reading "shall be paid the same rates of wages as are paid white men in the same capacities," on roads where white firemen are not employed?

DECISION.—Retroactive to June 1, 1918, the compensation and overtime rules for colored firemen shall be the same for all service as for the same services for white firemen on the minimum paid contiguous road.

WALKER D. HINES,
Director General of Railroads.

115472°—19

WASHINGTON : GOVERNMENT PRINTING OFFICE : 1919

Form 817

Standard
5-14-140M

MISSOURI, KANSAS & TEXAS LINES

DIVISION OF LABOR.

E 38-11-a

Denison Tex Apr. 3rd 1919.

MAY 7 1919

Mr. W. S. Carter.
Division of Labor.
Washington, D.C.

Dear Sir:

We the colored trainmen called Train porters and areforming the duties of Brakemens and Flagman on Passenger traine. I am kindly asking you. under what heads does we come under in the way of being paid? according to Gen order no 27. article no 12 of Dec. 2nd 1918? Supplement no 6? Gentlemen we are treated very unfair by our Surperior Officials. we are treated so cruel as to not Eaven reciene over time no either any appects of a raise in Salary. now the order to my understanding is does we come under the heads of an increase of the Salary that the Flagman on the rear are drawing? because we the colored man is performing the duties of the head brakeman and Flagman on head end of all Katy passenger traine.

Form 817

MISSOURI, KANSAS & TEXAS LINES

Standard
5-14-140M

.....191.....

and here our work is so little credited to the colored man in this above named Employment until if we ask. Infamation. we are looked upon with an eye of scorn. and when it comes to a showdown. the colored man is helt responsible for most every thing in the line of work. on these passenger trains. owing to the high cost of living. and the wear and tear of our clothes and families to take care of. on the bases of # 71.00 Per month. Gentlemen we really feel Embarsas sometime to go out on our runs with the old uniform on we have. so I kindly ask you Gentlemen in the name of the almighty to do something for we your humble servants.

and kindly ask. in your reply please forward me your latest literature concerning of the wage scales and orders of 1919. please.

yours obligd.

L. S. Lester.

#200. N. Johnson St.

Denison Tex.

May 10,1919

R-38-11-A

Mr. L.S.Inster,
200 W. Johnson Street,
Denison, Texas.

Dear Sir:

This will acknowledge receipt of your letter of April 3rd, with reference to the rate of pay you should receive as a colored train porter, doing the work of Brakeman.

I am attaching hereto copy of Supplement No. 12 to General Order No. 27 and would advise that on April 7th instructions were issued to all Regional Directors that the Supplement should be put into effect as issued.

If there are any injustices in or misapplications of the wage order arising, I would suggest that you endeavor to adjust the matter personally with your superior officer, failing a personal settlement that the matter be handled thru your organization, if you belong to an association of railroad employes. Should you not belong to an employes' organization, a joint statement of fact should be prepared in accordance with the progisions of Supplement No. 6 to General Order No. 27, copy attached. Upon receipt of such a statement in this office, the matter will be adjusted.

Yours truly,

J. A. Franklin

Y-gh

DIVISION OF LABOR.

Office of Director General of Railroads

MAY 5 1919

MAY 6 1919

215 Gonzalez St
Pensacola Fla
Mr W. D. Hines Director
General of railroads
Dear Sir I have Been
apointed to See after this
mater Since last year
1918 I has Ben writeing
and writeing to washington
ton and I Cant Get any
infarmation about our
money Mr Hines will
you Please write at once
and tell me if yar
are goring to pay that
money for Driving
Brakesmen work

2

Mr Hines i will
Call your Attention to
order No 24 which gives
Passenger Flagmen and
Passenger Brakemen
the same rate of pay and
we have not been getting
it we does Brakemen
work and they pays
us $3.56 dollars per me ark dure
Brakemen Pay. and i
hope you will See that
we get it. we Kindly
ask you for Brakemen
Pay for during Brakemen
work. and we also
ask for Back
Pay from January

6

1th 1918 Please let
me hear from you
at once and tell
me if you are going to
pay that money
or are not
Please let me hear
from you at once
Your truly
2158 Gonzalez St
Pensacola Fla
Morgan Perry
Chairman of Committee

91987

May 5, 1919.

Dear Sir:

I am acknowledging for the Director General your letter os May 1st, regarding the adjustment of your wages.

Your letter is being referred to Mr. W.S. Carter, Director, Division of Labor, for prompt attention.

Sincerely yours,

(Signed) M. B. C.

Mr. Morgan Perry, Chairman,
215 E. Gonzalez St.,
Pensacola, Florida.

C.R.

May 14,1919.

E-38-11-A

Mr. Morgan Perry, Chairman,
215 E. Gonzales St.,
Pensacola, Florida.

Dear Sir:

This will acknowledge receipt of your letter of May 1st addressed to the Director General and referred to this Division for reply with further reference to the rate of pay you should receive as a passenger brakeman.

Please advise me the name of the road from which you are claiming back pay; also the name of the Division on which you were working as a porter or flagman doing brakeman's work and who the superintendent of that division may be.

Yours truly,

J. A. Franklin

7-AR

E-38-1-a

92283

DIVISION OF LABOR.

Office of Director General of Railroads

MAY 7 1919

May 4 1919

2 [illegible] Gomez St

MAY 8 1919

Pensacola Fla

Mr W. D. Hines

Director General of

Railroads Just a

word or too of

information Please tell

me Why we did not

get any increase

Pass month Every

Body on the train Got

and I increase But

the Passenger Brakemen

we did not get any increase

we Are Contented to get 56

dollars A fifty six dollars

will you Please send

Send me The Scale

of wages. Mr Hines
please tell me what is
a Porter, an a passenger
train Serpose to get a
month please furnish
me with they Complete
Agreement of Porter
and passenger Brakemen
en.

Please let me hear
from yor at once
215 E Gonzalez St
Pensacola, Fla
morgan perry
Chairman of
Committee

92283

May 7, 1919.

Dear Sir:

This will acknowledge receipt of your letter May 5th, addressed to the Director General, regarding the adjustment of your wages as passenger brakeman.

Your letter is being referred to Mr. W.S. Carter, Director, Division of Labor, for attention.

Sincerely yours,

(Signed) M. H. C.

Mr. Morgan Perry,
#215 Gonsalez Street,
Pensacola, Florida.

Y-g

May 10, 1919

E-38-11-a

Mr. Morgan Perry,
315 Gonsales St.,
Pensacola, Fla.

Dear Sir:

This will acknowledge the receipt of your letter of May 5, addressed to the Director General, having reference to the rate of pay you should receive as passenger brakeman.

I am attaching hereto a copy Supplement #12 covering this class of labor. However, if you do not feel you are being properly treated under the wage orders, I would suggest that you endeavor to adjust the matter personally with your superior officer in the employ of the railroad, and failing a personal settlement, that the matter be handled thru your organization, if you belong to an association of railroad employes. If you do not belong to an employes' organization, then I would suggest that a joint statement of facts be prepared in accordance with the provisions of Supplement #6 to General Order #27, copy attached, when the matter will have prompt attention and an adjustment effected.

Very truly yours,

J. A. Franklin

Assistant Director.

7-mws

MAY 15 1919
DIVISION OF LABOR.

E-38-19 93695

Smithville, Texas.
May 5, 1919

OFFICE OF DIRECTOR GENERAL OF RAILROADS

Hon. W.D.Hines,

Director General of Rail Roads,

Washington, D.C.

MAY 14 1919

Sir:_

We the Colored Brakemen, (called porters) of the M.K.& T. R.R., of Texas, have waited long and patiently for the officials of the above named rail road, to comply with orders, relative to our increased wages and to date, we have not received any back time as was granted to employees of other Rail Roads, in this section,, nor neither the increased wage. And now the officials are requesting us to subscribe for the Fifth Bond issue, and we find it even impossible to meet our pressing obligations of keep for ourselves and families, upon the wage we are being paid.

We would appreciate an investigation of the above complaint by your department.

Thanking you in advance for the consideration you will give us.

I am e with respect,

Wm Anderson

Box 101 Smithville, Texas.

93695

May 14, 1919.

Dear Sir:

This will acknowledge receipt of your letter of the 5th instant with regard to the pay of colored brakemen on the Missouri, Kansas & Texas Railroad.

Your letter is being referred to Mr. W. S. Carter, Director, Division of Labor, for attention.

Sincerely yours,

(Signed) M. B. C.

Mr. William Anderson,
Smithville, Texas.

C:MC

E-38-11-a

May 16, 1919.

File R-38-11

FILE

Mr. Wm. Anderson,
Box 101,
Smithville, Texas.

Dear Sir:

This will acknowledge receipt of your letter of May 5, addressed to the Director General and referred to this Division for reply, with reference to application of Supplement No. 12 to General Order No. 27, to colored brakemen.

If there is any injustice in or misapplication of the wage order, I would suggest that you take the matter up with your superior officer. Failing a settlement with him personally, I would then suggest that the matter be handled through your organization, provided you are a member of an employes' organization. If not, then a joint statement of fact should be prepared in accordance with Supplement No. 6 to General Order No. 27, copy attached, to be signed by yourself and other employes, and by the railroad officials, and submitted to this office. On receipt of same, the matter will have further attention.

COPY

Yours truly,

J. A. Franklin

Form G-77.

Yumin

C. E. PILE
L. E. GOODRICH

PILE & GOODRICH
LAWYERS
1810½ Main Street
PARSONS, KANSAS

April 16, 1919.

E-38-11-a

DIVISION OF LABOR.

Hon. W. S. Carter,
Director General of
The Division of Labor,
Washington, D. C.

APR 19 1919

Honored Sir:

Enclosed herewith you will please find the statement of fact and argument in duplicate of two separate cases which are being submitted to you for decision. One of these is the case of all the colored train porters employed by the Missouri, Kansas & Texas Railroad in the states of Missouri, Kansas and Oklahoma who are asking for back pay and the future and proper application of Supplement No. 12 and General Order No. 27. The other is the case of a discharged train porter who is asking for back pay under said Supplement and Order.

While these two cases are submitted separately, nevertheless the facts in both are, in substance, the same and if you will pardon the suggestion on our part, will say that these cases should be handled jointly on account of interlocking facts and the fact that both cases can be handled with practically the same amount of time and consideration on your part.

We will thank you to advise us at the earliest possible date as to your decision in these matters.

Very truly yours,

PILE & GOODRICH

By L. E. Goodrich

LEG:MB
Encs.

UNITED STATES RAILROAD ADMINISTRATION

WALKER D. HINES DIRECTOR GENERAL OF RAILROADS

DIVISION OF LABOR

WASHINGTON, D. C.

Colored Train Porters, vs. Missouri, Kansas & Texas Railway Company and its Legal Successors.	STATEMENT OF FACT AND ARGUMENT

In re, application of colored Train Porters employed by the Missouri, Kansas and Texas Railway Company, and its legal successors, in the states of Missouri, Kansas and Oklahoma, for an order securing the future and proper application of General Order No. 27 and Supplement No. 12 insofar as applicable to said colored train porters, and providing for the payment of back pay earned thereunder.

STATEMENT OF FACT:

Your petitioners allege that the facts in this controversy are as follows, to-wit:

1. That the Missouri, Kansas and Texas Railway and its legal successors, C. E. Schaff as receiver of the properties of said Missouri, Kansas and Texas Railway Company, a corporation and the United States Railroad Administration, employ approximately fifty (50) colored train porters in the operation of their passenger trains in the states of Missouri, Kansas and Oklahoma.

2. That said colored train porters are unorganized and have no one within their own ranks to represent them in the adjustment of disputes between themselves and the Company, and fear that any individual employe or committee of employes will be discharged if they personally present and urge this matter upon the Company or permit their names to be used in connection therewith.

3. That the matter of the proper application of General Order No. 27 and supplements thereto was properly submitted through their representatives, C. E. Pile and L. E. Goodrich of Parsons, Kansas, as provided by circular No. 3, to General Superintendent W. M. Whitenton of Parsons, Kansas, (See Exhibit A. Pages 1, 2, 3, 4, 5 and 6), General Manager W. E. Williams, Dallas Texas, (See Exhibit A. pages 7, 8, 9), and Federal Manager C. N. Whitehead, St. Louis, Missouri, (See Exhibit A. Pages 10, 11 and 12) all of which Exhibits"A", "B" and "C" are hereto attached, and made a part hereof.

4. That this statement and argument is ex parte on behalf of said train porters, instead of joint, as provided by circular No. 3 because of the fact that the proper officials of said company have failed, neglected and refused to join in making a statement and argument on the facts and merits of this controversy, as shown by Exhibit "A", Pages 11 & 12.

5. That at all times subsequent to June 1st, 1918, said Company has paid to said train porters the sum of Seventy-one and 50/100 ((71.50) Dollars per month for their services, less deductions for hospital fees.

6. That on the main line and other heavy passenger runs it is the practice of the company to use one white brakeman or flagman and one colored train porter.

7. That at all terminal points where car men are not maintained, it is the duty of and train porters are required to inspect cars and test signal and brake apparatus for the safety of train movement.

8. That at intermediate points, whenever it becomes necessary to set out or pick up a car, or to detach the engine for any purpose, it is the duty of and train porters are required to inspect cars and test signal and brake apparatus for the safety of train movement.

9. That such work is not rarely but frequently required of and performed by said train porters.

10. That train porters are required to constantly use both hand and lamp signals for the protection and movement of trains and in addition thereto are held personally responsible for the care and proper display of the markers on the rear end of their trains.

11. That they are required by the rules of said Company to equip the train with all necessary signals such as red, white and green flags, fuses, torpedoes, etc., and are required to familiarize themselves with all train rules with reference to train movement, and are held personally responsible for the proper use of such signals as an emergency or the regular routine of their train movement requires.

12. That on all trains they are required to open and close switches as the necessity of train movement may demand, and in fact are required and do perform all the duties of a head brakeman.

13. That they are held personally responsible and disciplined to the point of discharge, for mis-handling, or any failure on their part, in opening and closing switches. (See Exhibit "C" Pages 1, 2, & 3)

14. That at all terminal points where car men are not maintained, it is the duty of, and train porters are required to couple and uncouple cars and engines and the hose and chain attachments thereof.

15. That at intermediate points, whenever it becomes necessary to set out or pick up a car, or to detach the engine for any purpose, it is the duty of and train porters are required to couple and uncouple cars and engines and the hose and chain attachments thereof.

16. That such work is not rarely but frequently re-

quired of and performed by said train porters.

17. That said train porters are required by rule, over the signature of General Manager C. N. Whitehead, to compare their watches for the safety of train movement. (See Exhibit "B".)

18. That in addition to the above mentioned duties that are required of and performed by said train porters, they are further required to look after the cleanliness, sanitation, ventilation and lighting of the several cars in their train and are required to look after the comfort of the passengers, assist them with their baggage and in alighting from the train. They are further required to assist in loading and unloading baggage and express and protect the front end of the train by flagging same when a flagman on the front end is necessary for any reason.

19. That on several of the lighter passenger runs, and passenger runs on branch lines, no brakemen whatever are employed and the train porter is required to, and does, perform all the work mentioned in Supplement No. 12 to General Order No. 27, and all the work that is usually performed by the brakeman in connection with train movement, such as inspecting cars, testing signal and brake apparatus, controlling and protecting train movement by hand and lamp signals and opening and closing switches, also coupling and uncoupling cars and engines and the hose and chain attachments thereto as required by the demands of train movement.

20. That all of said train porters are required to and do perform exactly the same service on each and every passenger train that is required of and is performed by white passenger brakemen when same are used and assigned to service on the head end of the train.

21. That the Missouri, Kansas and Texas Railroad Company is paying to its white passenger brakeman the sum of $114.80 per month as provided by General Order No. 27.

22. That if Supplement No. 12 to General Order No. 27 was properly applied on the Missouri, Kansas & Texas Railroad the colored train porters would receive for their service the sum of $114.80 per month.

23. That the colored train porters are now entitled to back pay from June 1st, 1918, according to the amount of time worked by each individual, based upon the difference between the wage of $71.50 actually paid and received by them, and the rate of $114.80 per month provided for in Supplement No. 12 and General Order No. 27.

24. That exhibits "A", "B" and "C" are hereto attached, hereby referred to and made a part hereof. That exhibit "A" is a true and correct copy of the correspondence that has passed between the railroad officials and the undersigned with reference to this subject. That exhibit "B" is a true and correct copy of a certain bulletin, issued under date of December 15th, 1919, over the signature of the then General Manager C. N. Whitehead and is cited in support of our statement that these men are required to compare watches as mentioned in sub-division (e) of Supplement No. 12. That exhibit "C" is a true and correct copy of a transcript of a certain investigation held in the office of the trainmaster and the letter of discharge given to one George Lovelady of Parsons, Kansas a colored train porter who was discharged for the mishandling of a switch, and is cited for the purpose of showing that these men are held responsible for and required to handle and open and close switches as mentioned in sub-division (c) of supplement No. 12.

ARGUMENT

We now take advantage of the opportunity to make a brief argument in support of the application of the colored train porters in this matter. After reading the above statement of facts from number "1" to "24" inclusive, it should require very little, if any, argument to convince you gentlemen that the men involved in this proposition come squarely within the provisions of Supplement No. 12 to General Order No. 27. These men are required to and do perform all of the work mentioned in Sub-divisions "A", "B", "C", "D" and "E" of paragraph "1" of said supplement and have done so for years. That they in fact perform exactly the same work as would be performed if white brakemen were employed and used on the head end of all passenger trains and do in fact perform all of the same work that is performed on other Railroads where white brakemen are employed in passenger service. Before being permitted to accept employment, they must first familiarize themselves with the standard book of ruls with reference to the use of signals, flagging and train movement and must pass an examination on same before being permitted to enter upon their duties. After going into the service they are then held strictly accountable for the manner in which they perform their service and are disciplined for any failure on their part to the point of discharge. This is conclusively shown by Exhibit "C" hereto attached. The original Exhibit "C" hereto attached is a letter that was received by Mr. George Lovelady a colored train porter who was discharged from the service of the Company for the mis-handling of a switch. The letter is his actual notice of discharge which he received, and on pages "2" and "3" of the Original Exhibit is the original transcript of the investigation

that was held in the office of the train master and contains the signature of Mr. Lovelady as required by the Rules of the Company. By reading this transcript and noting the result as shown by the letter signed by S. B. Moore, Train Master, under date of February 24, 1919, it will be seen that in addition to doing the work mentioned in Subdivision "C" of Supplement No. 12, these men also jeopardize their positions, which is a proper item in fixing the consideration for labor performed.

In addition to that fact, these men must be on the alert at all times and in readiness to protect the front end by flagging with proper hand or lamp signals as occasion may require. In addition to the duties mentioned in Supplement No. 12, these men are required to look after the comfort of passengers, assist them with their baggage and in alighting from the train. They are further required to assist in loading and unloading baggage and express and look after the cleanliness, sanitation, ventilation and lighting of the several cars of their train.

On a number of runs no white brakemen are employed at all and in such cases the train porters perform all of the brakemen's duties in connection with the movement of their train and even where a rear brakeman is employed it is not unusual but is in fact the common practice for them to set out and pick up cars between terminals at which said time it is the common practice for them to inspect cars and test signal and brake apparatus. In setting out and picking up cars they do the work that is ordinarily done by a brakeman, in coupling and uncoupling cars and their hose and chain attachment. In the light of these facts it can not seriously be contended that these men are not squarely within the terms of Supplement No. 12 [illegible] and we close our argument on that proposition.

We desire to further call your attention to the fact that these men are unorganized and have no one within their own ranks

to represent them and, as shown by paragraph Number "2" of the Statement of Facts, they fear that in the event any employe or Committee of Employees presents and urges this matter directly to the Company that such employes will be penalized by discharge from the service. Naturally we would expect the Company to deny that such would be the result, but nevertheless it is a matter of common knowledge among men who have followed Railroad work for any length of time that those who offend the officials are frequently discharged for some minor offence which dis-charge on its face does not show the true cause of his discharge. Feeling as they do, the colored train porters are in a helpless and hopeless condition unless they be permitted to take advantage of the directions contained in Circular No. 3 and secure representatives from outside their number. It will be observed that two cases are being submitted in which the facts are interlocking. One of the train porters now in the employ of the Company and the other of an ex-porter by the name of Billie Shaw who was discharged. You will note that the Shaw case was started first as shown by the dates on the Exhibits, and in the Shaw case the officials raised no objections to the fact that the undersigned were representing Mr. Shaw, (See Exhibit "B", Pages 3 and 6) while you will note that in the employees' case, as shown by Exhibit "A" pages 8 and 12, the Company refuse to discuss this matter with us on account of the fact that we are attorneys. We merely call this to your attention for the purpose of showing how inconsistent is the position of the Company in this matter and to observe that the very purpose of Circular No. 3 would be defeated and destroyed in the event these men were not permitted to present to present their cause to the United States Railroad Administration as provided by Circular No. 3 and it has not occured to us at any time that these men would be denied their rights to a fair and impartial hearing on the merits. In the event these men were denied

the privilege of securing some one to represent them it would in many cases defeat justice by reason of the fact that these men are frequently unable to properly present their own side of the case by reason of inexperience and other limitations that are common in cases of this kind. We are also informed by Mr. Shaw that the officials refused to discuss this matter with him personally.

These men feel the situation keenly. They have observed other employes working beside them who have been the beneficiaries of what they believe to be more liberal awards on the part of the Railroad Administration than they have received. They have also observed that co-employes and particularly white men have been able to secure the prompt application of such awards as have been made and,while we do not mean to raise the race question, nevertheless, we can not close our eyes to, or change the facts in this case. We do not believe that the Railroad Administration would in any manner discriminate as between white and colored employes and we are quite sure that the Railroad Administration does not even wish to appear to be discriminating by reason of that fact.

Therefore, we ask that upon consideration of the merits in this case, that an order issue directed to the officials of the Missouri, Kansas & Texas Railroad, ordering and directing the time keepers to calculate the back time due from June 1st, 1918 to a date to be fixed by you at the rate of One Hundred Fourteen ($114.80) Dollars and eighty cents per month as shown by General Order No. 27 and ordering and directing them to make payment of such time as may be found due based upon such rate and the rate actually received by the several men, and that you further order and direct said Company

to pay to such train porters and each of them for future service the said sum of One Hundred Fourteen ($114.80) Dollars and eighty cents per month, such payment to begin at the time to which they have made allowance for back pay.

Thanking you in advance for your early consideration of the above, the same is

Respectfully submitted,

C. E. Pile

T. E. Goodrich

Representing Colored Train Porters
Of The Missouri, Kansas & Texas
Railroad in the States of Missouri,
Kansas and Oklahoma.

Office File

Original

March 8, 1919.

Mr. W. M. Whitenton, General Superintendent,
Missouri, Kansas and Texas Lines,
Parsons, Kansas.

Exhibit "A".

Dear Sir:

For your information beg to advise that the colored train porters, employed by your company on the Missouri, Kansas & Texas Lines north of Red River, have appointed the undersigned as their representatives to represent them in and about the collection of certain back pay due them and each of them under the terms of General Order No. 27 and Supplement No. 12 to General Order No. 27 and for the further purpose of securing the future and proper application of the rates of pay provided for in said General Order No. 27 and Supplement No. 12 insofar as applicable to the colored train porters above mentioned.

It is our position that your company is not now paying the rate of pay provided for in General Order No. 27 and supplement No. 12 and that these employes are entitled to back pay from June 1st, 1918 until such time as the proper payment is made by your company under the provisions of said order and supplement thereto.

It is our contention that under General Order No. 27 and Supplements thereto, the colored train porters in your employ are entitled to, and should have received since June 1st, 1918, a monthly wage of $114.80 instead of $71.50 which you are now paying them. It is our further contention that they and each of them are now entitled to receive the difference between the sum of $71.50 which you have actually paid and the sum of $114.80 which you should have paid under said order and the supplements thereto, or, in other words, that these men are entitled to receive, provided they have worked straight time, the sum of $43.30 back pay for each month beginning on the first day of June, 1918 and until such time as a proper application of this award is made and the rate called for actually paid by your company.

(Ex A #1)

No. 2.

W. M. Whitenton. March 8, 1919.

In our opinion it can not be seriously contended that these men are not entitled to the sum of $114.80 for their service in the light of Supplement No. 12 to General Order No. 27 and the work that is actually required of and performed by these men. It is a matter of common knowledge to every man who knows anything of railroad work that these men are required to inspect cars and test signal and brake apparatus for the safety of train movement whenever that is necessary at a point where car inspectors are not maintained; that they use hand signals by day and lamp signals by night for the protection and movement of their trains. That they are constantly required to open and close switches as the necessity of train movement requires. That they are required to couple and uncouple cars and engines and the hose and chain attachments thereof at points where switchmen and carmen are not maintained to do this work. That they are required to compare watches the same as all other employees connected with and responsible for train movement and that these men are held personally responsible for any failure on their part to perform such service or for the improper performance thereof and that any failure on their part results in discipline being administered to the extent of a discharge for any failure that in the opinion of the Company will warrant such discharge.

We are presenting this matter to you as a claim for said back time due on the part of each of the colored porters employed by your Company north of the Red River and as a petition and demand for the proper application of General Order No. 27 and Supplements relating thereto with reference to such class of employees and we will appreciate your treating it as such and give us your decision on this matter at the earliest possible date. It is impracticable for us at this time to figure up the back pay due each of your several train porters as that is a matter that can be determined by a simple mathematical calculation based upon your pay roll after the principle involved has been adjusted. It would also be impracticable at this time, owing to the fact that no date has been set upon which back time shall cease, and the proper application of the award begin.

If you desire a conference on this matter, we will be very glad to meet you at a time and place convenient to all parties concerned when we may discuss the proposition at greater length and probably arrive at a mutual understanding that will be satisfactory to all parties concerned. We have considered it proper to take this matter up with you direct inasmuch as a similar proposition

(Ex. A #2)

No. 3.

W. M. Whitenton. March 8, 1919.

in the case of one of your former employees, Billie Shaw, has been presented to you for decision.

Upon consideration of this proposition, we will thank you to make an order directing the time keepers to calculate the back time due from June 1st, 1918 to a date to be fixed by you at the rate of $114.80 and ordering and directing them to make payment of such back time as may be found due based upon such rate and the rate actually paid the several men and that you further order and direct the time keepers to pay to such porters and each of them for future service the sum of $114.80 per month, such payment to begin at the time to which you have made allowance for back pay.

The men we represent are very anxious to get an early decision on this matter and we will thank you to give us your decision at the earliest possible date.

Very truly yours,

PILE & GOODRICH

LEG:MB By L E Goodrich

(Ex. A #3.)

March 15, 1919.

Mr. W. M. Whitenton, General Superintendent,
Missouri, Kansas and Texas Lines,
Parsons, Kansas.

Dear Sir:

Please allow us to call your attention to our letter to you under date of March 8, 1919, in re: The matter of back time claimed on account of the colored train porters in your employ and the proper application of General Order No. 27 and Supplements thereto insofar as applicable to the train porters.

For your information beg to advise that we have not yet received a report or decision from you in regard to this matter. We do not desire to exercise undue haste in this matter, but, at the same time our clients are very anxious to get an early decision and in view of the fact that Supplement No. 12 has been in effect since June 1st, 1918, it is our desire to push this matter to a final conclusion at the earliest possible date consistent with proper consideration of all parties concerned.

We will thank you to give us a reply at your very earliest convenience as we do not care to submit this matter to Mr. Williams without having had your decision in the matter.

Very truly yours,

PILE & GOODRICH

By L. E. Goodrich

LEG:MB

(Ex. A. #4.)

UNITED STATES RAILROAD ADMINISTRATION
DIRECTOR GENERAL OF RAILROADS
MISSOURI, KANSAS & TEXAS RAILROAD

W. M. WHITENTON
GENERAL SUPERINTENDENT

PARSONS, KANSAS.

March 17th, 1919-B-e

1137

Pile & Goodrich,
1810½ Main Street,
Parsons, Kansas.

Dear Sir:-

BACK PAY - TRAIN PORTERS:

Referring to your letters of March 8th and 15th, regarding back pay claimed by train porters.

This matter is now under consideration and we will no doubt be in position to furnish you advice in the near future; however, I have no objection to you handling the matter with Mr. Williams or anyone else you desire.

Yours truly,

W. M. Whitenton

(Ex A #5.)

March 19, 1919.

Mr. W. M. Whitenton, General Superintendent,
Missouri, Kansas & Texas Lines,
Parsons, Kansas.

Dear Sir:

BACK PAY - TRAIN PORTERS:

This will acknowledge receipt of your favor of March 17th and we beg to advise that owing to the fact that our clients have not received the pay which, in our opinion, is due them,for a period of approximately nine months, the fact that they desire an early decision compels us to prosecute this matter to a final decision at the earliest possible date regardless of the fact that it is being considered by the Regional Director, and for these reasons we have submitted same to General Manager Williams.

Thanking you for the favor of your reply, we are

Very truly yours,

PILE & GOODRICH

LEG:MB

By L. E. GOODRICH

(Ex. A #6.)

March 19, 1919.

Mr. W. E. Williams, General Manager,
Missouri, Kansas & Texas Lines,
Dallas, Texas.

Dear Sir:

For your information beg to advise that the colored train porters, employed by your company on the Missouri, Kansas & Texas Lines north of Red River, have appointed the undersigned as their representatives to represent them in and about the collection of certain back pay due them and each of them under the terms of General Order No. 27 and Supplement No. 12 to General Order No. 27 and for the further purpose of securing the future and proper application of the rates of pay provided for in said General Order No. 27 and Supplement No. 12 insofar as applicable to the colored train porters above mentioned.

We have taken this matter up with Mr. Whitenton, General Superintendent, Parsons, Kansas, and we do not think it necessary to further burden the record with another statement of the facts in the case inasmuch as by referring to copy of our letters to Mr. Whitenton under date of March 8th and 15th you will find a complete statement of the facts in the case, and by a further reference to the copy of Mr. Whitenton's letter under date of March 17, 1919, you will see his decision on the matter. We are today advising Mr. Whitenton that under the circumstances his reply is unsatisfactory and that we are submitting the proposition to you for consideration and decision.

We do not wish to appear in the light of exercising undue haste in this matter, but, owing to the fact that our clients have not received the pay which, in our opinion, is due them, for a period of approximately nine months and the further fact that they wish a early decision, we will be compelled to present this matter to the proper officials and to the Board at Washington at the earliest possible date regardless of the fact that same may be under consideration by the Regional Director.

Thanking you in advance for your decision at an early date, we are

Very truly yours,

(Ex. A #7.)

PILE & GOODRICH

By L. E. GOODRICH

LEG:MB
Encs.

UNITED STATES RAILROAD ADMINISTRATION
DIRECTOR GENERAL OF RAILROADS

MISSOURI, KANSAS & TEXAS RAILROAD
MISSOURI, KANSAS & TEXAS RAILROAD OF TEXAS
WICHITA FALLS & NORTHWESTERN RAILROAD
MISSOURI, OKLAHOMA & GULF RAILROAD
OKLAHOMA BELT RAILROAD

W. E. WILLIAMS,
GENERAL MANAGER

DALLAS, TEXAS. March 25, 1919.

2 5 8 0 2

Messrs. Pile & Goodrich,

Parsons, Kansas.

Gentlemen:

Am in receipt of your letter of March 19th with respect to matters affecting train porters employed on the Missouri, Kansas and Texas Lines north of Red River, and have to advise inasmuch as the Railroad Administration have provided ways and means for the adjustment of wage controversies, as well as other matters affecting individual employees, we do not feel this is a proper subject of discussion with Attorneys, and respectfully suggest that you advise these parties that their relief should be secured through the recognized and established channel provided for that purpose.

Yours truly,

W E Williams

(Ex. A. #8.)

March 28, 1919.

Mr. W. E. Williams, General Manager,
Missouri, Kansas & Texas Railroad,
Dallas, Texas.

My dear Sir:

This will acknowledge receipt of your favor of March 25th in re matters affecting train porters employed on the Missouri, Kansas & Texas Lines north of Red River and we have carefully noted what you have to say with reference to same.

In this communication you take a position that is entirely inconsistent with you letter under date of March 5th with reference to one Billie Shaw in which the same principles are involved. As we understand the situation, we are handling this matter in absolute conformity to circular No. 3 and do not believe your position is well taken with reference to the matter of attorneys representing individual employees or any class of unorganized employees.

For your information will say that your decision is unsatisfactory and we are submitting this matter to C. N. Whitehead Federal Manager of the M. K. & T. properties for his decision.

Thanking you for the favor of your reply, we are

Very truly yours, (Ex. A #9.)

PILE & GOODRICH

By L. E. Goodrich

LEG:MB

March 28, 1919.

Mr. C. N. Whitehead, Federal Manager,
Missouri, Kansas & Texas Properties,
St. Louis, Missouri.

My dear Sir:

For your information beg to advise that the colored train porters employed by your Company on the Missouri, Kansas and Texas Railway Lines north of Red River have appointed the undersigned as their representatives to represent them in an about the collection of certain back pay due them and each of them under the terms of General Order No. 27 and supplements thereto, and for the purpose of securing the future and proper application of the rates of pay provided for in said General Order No. 27 and supplements thereto insofar as applicable to the colored train porters above mentioned. For your further information, beg to advise that one of your former employees, a colored train porter by the name of Mr. Billie Shaw, has appointed us as his representatives to represent him in and about the collection of certain back pay due him for his services as train porter under the terms of General Order No. 27 and supplements thereto.

As the representatives of these gentlemen, we have presented both these matters to both Mr. W. M. Whitenton, General Superintendent, and Mr. W. E. Williams, General Manager, and have received the decisions of these gentlemen on the proposition involved, which decisions are unsatisfactory to the men we represent and both of these gentlemen have been so advised.

We do not think it necessary to encroach upon your time and further burden the record with another statement of the facts in these cases inasmuch as by referring to the files, which you will find herein enclosed, you will find both a statement of the cases and the decisions of Messrs. Whitenton and Williams together with all intermediate correspondence had between the date of our first letter on the subject and their final decision on same.

You will please note that the decisions of Mr. Williams with reference to the same subject presented in the two different cases are entirely inconsistent, in that, Mr. Williams' decision in the Shaw case, under date of March 5th, raises no objection to our acting in a representative capacity in behalf of Mr. Shaw, while in his decision in the case of the employees, he evades the issue and predicates his decision upon that fact that we are attorneys.

(Ex. A. #10.)

We will thank you to give these matters your earnest consideration in the light of General Order No. 27 and supplements thereto and will request that in the case of Mr. Billie Shaw you order and direct your timekeepers to calculate the back time due him based upon the amount of money he has actually received at the rate of $71.50 per month and the amount of money which we contend he should have received based upon a monthly rate of $114.80 per month and direct them to issue time check covering the amount of back time found due as shown by your books.

In the case of the colored train porters now in your employ north of Red River, we will request that you make an order directing the time keepers to calculate the back time due from June 1st, 1918 to a date to be fixed by you at the rate of $114.80 per month and ordering and directing them to make payment of such back time as may be found due based upon such rate and the rate actually paid the several men; and that you further order and direct the time keepers to pay to such train porters and each of them for future service the sum of $114.80 per month, such payment to begin at the time to which you have made allowance for back pay.

In the event your decisions in these cases and each of them are adverse to the claims of the men in question, we will thank you to either join us in preparing a joint statement of facts in duplicate or that you designate some person or official representing your Company who will join us in preparing such joint statement of fact, the same to be submitted to the Director of the Division of Labor of the United States Railroad Administration.

We will thank you to consider these matters and give us your decision on both of these cases at the earliest possible date.

Very truly yours,

PILE & GOODRICH

By L. E. Goodrich

LEG:MB
Encs.

(Ex. A. #11.)

UNITED STATES RAILROAD ADMINISTRATION

DIRECTOR GENERAL OF RAILROADS

SOUTHWESTERN REGION

MISSOURI, KANSAS & TEXAS RAILROAD
MISSOURI, KANSAS & TEXAS RAILROAD OF TEXAS
WICHITA FALLS & NORTHWESTERN RAILROAD
MISSOURI, OKLAHOMA & GULF RAILROAD
OKLAHOMA BELT RAILROAD

C. N. WHITEHEAD,
FEDERAL MANAGER

RAILWAY EXCHANGE BLDG.,
ST. LOUIS, MO.

March 29, 1919.

a 810

Pile & Goodrich,
1810½ Main Street,
Parsons, Kansas.

Gentlemen:-

I am just in receipt of your letter of March 28th, concerning rates of pay of colored train porters on the M.K. & T. lines.

I am also in receipt today of copy of letter of our General Manager, Mr. W.E.Williams, written to you under date of March 25th, which correctly states our opinion as to the manner in which this matter should be handled.

Yours truly,

C N Whitehead

(Ex. A. #12.)

UNITED STATES RAILROAD ADMINISTRATION

DIRECTOR GENERAL OF RAILROADS

SOUTHWESTERN REGION

MISSOURI, KANSAS & TEXAS RAILROAD

OFFICE OF GENERAL MANAGER

Exhibit "B"

ST. LOUIS, MO., December 15, 1918.

EFFECTIVE DECEMBER 15, 1918, the following general instructions will supersede all previous instructions:

Referring to General Train and Operating Rules, Missouri, Kansas & Texas R. R., the Time and Watch Inspection Service under the supervision of Mr. Webb C. Ball, General Time Inspector, will be maintained for the purpose of furnishing a careful system of watch inspection and comparison for employes engaged in the movement of trains.

1. **Conductors, Flagmen, Brakemen, Collectors, Porters, Engineers, Firemen, Hostlers, Yard Masters, Engine Foremen, Switchmen, Switch Tenders, Train Masters, Road Foremen of Engines, Master Mechanics, Dispatchers, Telegraph Operators, Division Engineers, Road Masters, Signal Maintainers, Towermen, Master Carpenters, Bridge and Building Foremen, Extra Gang Foremen, Water Service Foremen, Section Foremen** and such other employes as the railroad may direct, will receive orders for Watch Inspection (Form C. T. 90) **from the Superintendent** semi-annually hereafter in April and October which orders must be delivered promptly to the railroad's Local Watch Inspector, from whom employes will receive "Blue Card" Certificate (Form C. T. 90-B). These card certificates must be carefully preserved and presented semi-monthly to the Watch Inspector, on which he is to enter the record of employe's standard watch comparisons.

2. Circular "Instructions to Local Watch Inspectors," issued by the General Time Inspector, contains instructions in detail covering the duties of Local Watch Inspectors, and also establishes the standard for old and new watches, by which Watch Inspectors and employes will be governed.

3. When watches need cleaning or repairing they may be left with railroad's Watch Inspector if owner so desires, or they may be taken to such watchmaker as owner may select, but the watch carried in the meantime and his own watch after it has been repaired, must be submitted to the railroad's Watch Inspector for examination and approval before such watch can be carried in service.

4. When a watch is left with railroad's Watch Inspector to be cleaned or repaired, a standard loaner watch will be loaned to the employe, free of charge by the Inspector, until his own is returned to him.

5. Standard Loaner "Pink Cards" (Form C. T. 90-E) must be issued with all standard loaner watches, as well as standard borrowed watches, according to instructions printed thereon.

6. The Standard Watches of employes, subject to inspection rules, and the Watch Inspector's "Standard Loaner Watches," should be cleaned each year and carefully adjusted and rated, to keep them in dependable condition, and safe from wear and injury. The limit of time for this work must not exceed eighteen months.

7. Clocks bearing designation **"Standard Clock"** white letters on blue enamel sign, will be located in Dispatcher's Offices, terminals, and other convenient points. **ONLY** these clocks to be used in comparing time by employes.

8. The printed instructions on the "Blue and Pink Cards" and other blank forms provided for this service constitute rules and must be observed the same as other rules of the railroad.

9. Standard watches, guaranteed to give required performance can be purchased by employes from the railroad's Local Watch Inspectors on monthly payments as may be agreed upon; however, not exceeding five payments in number; the amount of such monthly payments to be deducted from the pay-roll if the employe so elects.

10. The officers in charge of departments covered by this service will see that all requirements in connection therewith are properly and promptly complied with, and the united assistance of officers and employes in maintaining a safe and efficient Time Service is expected.

Approved:

L. KRAMER,
Federal Manager.

C. N. WHITEHEAD,
General Manager.

(Ex. B. #1.)

Parsons, Kansas, Feb, 23rd, 1919.

C[redacted].

131-L

Mr. Geo. Lovelady,
Train Porter,
Parsons, Kansas.

Exhibit "C."

Dear Sir:

PERSONAL RECORD OF TRAIN PORTER
GEORGE LOVELADY.

You were porter on passenger train extra 370, February 16th, and mis-handled switch at Ochiltree on Frisco joint track, resulting in derailment, for which you have been dismissed from the service of the Company.

Yours very truly.

m-s

J B Moore

cc-W. M. Whittenton,
Personal R. Clerk
H. H. Brown,
J. B. McCaffrey.

(Exhibit C. #1.)

tatement of Train Porter, George Lovelady, relative to derailment of passenger Ex. 370 at Ocheltree Feb. 16th.

Q. You were porter with Condr. Koch on Ex. 370 South on the 15th?
A. Yes sir.

Q. You were handling the switch at Ocheltree heading out?
A. Yes sir.

Q. Give me statement of what happened.
A. We headed in there for 1330 and had to crossover to main line to head out. When we came to crossover switch to go across to main line switch, crossover switch lever came out of socket allowing switch to partly open and caused MK&T baggage car 188 and Land Car Sherry and Tico to be derailed.

Q. How do you account for the lever getting out of socket?
A. The engineer was crowding me pretty close and I was sure that I fastened the bar in the lever before I went to open the main line switch, and I heard a noise like cars were on ties and gave engineer stop signal and went back to see what the trouble was and found we were derailed and I went around the engine to the switch to see how it was and the bar and lock were laying on the switch stand. I was sure that I had fastened this switch properly.

Q. Was there any other trains at Ocheltree but you?
A. No sir.

Q. Did you see Mr. Koch get off and go look at the switch?
A. I was at the switch when Mr. Koch came there, was just leaving when he came up;

Q. If you had put the bar in there and locked it the lever could not have come out of socket, could it?
A. No sir, if it had been locked.

Q. How do you account for it being out of socket, lock and bar on switch stand?
A. I hadn't locked it.

Q. Why didn't you put the bar in and put the lock thru the bar?
A. That's what I thought I did do.

Q. How long was it from the time you handled this switch until the derailment occurred?
A. About the time engine got to main line switch.

Q. How fast do you think engine was moving?
A. Not moving very fast.

Q. It wouldn't have taken over 10 or 15 seconds to run that distance, would it?
A. No sir.

Q. There would have been no chance for anyone to interfere with this switch in this time?
A. Not unless they were standing there waiting . (Ex. C. #2.)

Statement of Porter George Lovelady.

Q. I am satisfied that you did not properly fasten the switch and there was no chance for anyone to get to it from the time you were there until the derailment occurred which would have been a matter of 10 or 15 seconds and you are responsible for the derailment and you are out of service until I notify you to the contrary which will be in a few days.

Signed Geo Lovelady

(Ex. C. #3.)

April 21,1919.

E-38-11-A

Messrs. Pile & Goodrich,
Lawyers,
1810½ Main St.,
Parsons, Kansas.

Gentlemen:

With reference to back pay claim ed to be due Billie Shaw, train porter under Supplement #12.

My remarks to you in regard to the application of Supplement #12 will apply to this case as well. Inasmuch as the same in the major part depends on the application of Supplement #12 I believe that if the matter is again handled with the railroad officials an adjustment will be arrived at. If not, please handle in accordance with paragraph 3 of my letter to you of this date.

Yours truly,

I.A. FRANKLIN

7-AR

C. E. PILE
L. E. GOODRICH

PILE & GOODRICH
LAWYERS
1810½ Main Street
PARSONS, KANSAS

DIVISION OF LABOR.

April 26, 1919.

APR 29 1919

E-38-11-a

Mr. J. A. Franklin, Assistant Director,
Division of Labor, United States
Railroad Administration,
Washington, D. C.

Dear Sir:

This will acknowledge receipt of your favors under date of April 21st and on behalf of the colored train porters of the Missouri, Kansas and Texas Railroad we wish to thank you for the decision rendered and your promptness in this matter.

As per your suggestion we are this day writing the officials of the M. K. & T. Railroad Company for a conference with reference to the application of this order and hope to adjust same without further trouble or inconvenience to your department.

Very truly yours,

PILE & GOODRICH

LEG:MB

By L. E. Goodrich

April 21,1919.

E-38-11-A

Messrs. Pile & Goodrich,
Lawyers,
1810½ Main St.,
Parsons, Kansas.

Gentlemen:

This will acknowledge receipt of your letter of April 16th addressed to Mr. W. S. Carter, enclosing statement of facts in argument with reference to the application of Supplement #12 to General Order #27.

Please be advised that on April 7th instructions were issued to all Regional Directors that the wage order be applied as issued.

Should, however, any injustices in or misapplications of the wage orders arise, I would suggest that the matter be adjusted personally with the superior officer in the employ of the railroad and failing a personal settlement, that the matter be handled through the organization. Should, however the men not belong to an organization of railroad employees, then I would suggest that a joint statement of facts be prepared in accordance with the provisions of Supplement No. 6 to General Order No. 27, copy attached, such statement to be signed by employees and their representatives, as well as by the railroad officials and forwarded to this office. Upon receipt of such a statement in this office, the matterwill have prompt attention and an adjustment be effected.

I think you will now find it possible to adjust the matter between the train porters and the railroad officials without recourse to the Central Administration. I am retaining one of the copies of the case for my file and returning the others herewith.

Yours truly,

I. A. FRANKLIN

7-AR

C. E. PILE
L. E. GOODRICH

PILE & GOODRICH
LAWYERS
1810½ Main Street
PARSONS, KANSAS

DIVISION OF LABOR
E-38-11-A

May 7, 1919.

Mr. J. A. Franklin,
Assistant Director Division of Labor,
Washington, D. C.

MAY 10 1919
E-38-11-A

Dear Sir:-

Please allow us to direct your attention to your two letters, under date of April 21st, directed to the undersigned. In your first letter, under date of April 21st, you write us as follows:

> "With reference to back pay claimed to be due Billie Shaw, train porter under Supplement #12.
>
> "My remarks to you in regard to the application of Supplement #12 will apply to this case as well. Inasmuch as the same in the major part depends on the application of Supplement #12 I believe that if the matter is again handled with the railroad officials an adjustment will be arrived at. If not, please handle in accordance with paragraph 3 of my letter to you of this date."

In your second letter under date of April 21st, your favor, in part as follows:

> "Should, however, any injustices in or misapplications of the wage orders arise, I would suggest that the matter be adjusted personally with the superior officer in the employ of the railroad and failing a personal settlement, that the matter be handled through the orgainzation. Should, however, the men not belong to an organization of railroad employees, then I would suggest that a joint statement of facts be prepared in accordance with the provisions of Supplement No. 6 to General Order No. 27, copy attached, such statement to be signed by employees and their representatives, as well as by the railroad officials and forwarded to this office. Upon receipt of such a statement in this office, the matter will have prompt attention and an adjustment be effected.
>
> "I think you will now find it possible to adjust the matter between the train porters and the railroad officials without recourse to the Central Administration. I am retaining one of the copies of the case for my file and returning the others herewith."

Upon receipt of these two communications from you, under date of April 21st, we wrote to Mr. W. M. Whitehead, Federal Manager of the Missouri, Kansas and Texas properties in regard to the matter, and for your information we attach herewith a copy of our letter to Mr. Whitehead, which was written under date of April 26th, 1919.

Thereafter, we received a reply from Mr. Whitehead, dated May 1st, 1919, and we attach herewith a copy of his letter to us in answer to our letter of April 26th.

You will note by his answer that he is still maintaining the arbitrary attitude that he used when we first communicated with him upon this subject, and he then refused and still refuses to discuss with us in any manner, either the case of Billie Shaw, the discharged train porter, or the train porters now in his employe.

We wrote this letter to Mr. Whitehead in the light of your suggestions in your two letters of April 21st, and in the hope that we would ~~not~~ be able to adjust this matter without further troubling your office. However, we do not see how it will be possible to do that unless Mr. Whitehead changes his attitude on the proposition. To date, the M. K. & T. has made no announcement as to what rate of pay would be allowed, ~~under~~ under Supplement No.12, or when it would be paid. The men themselves are anxious and at least desire some information on the subject.

We do not wish to appear to be critics of any one else concerned, however, we cannot approve of the attitude of the officials as it appears to us that such conduct on their part is ~~subject~~ such

that dissatisfies the employes and public with Government operation and is inclined to defeat the purposes of the Administration rather than to assist the Government in these matters. Is it not possible for the railroad administration to control its Federal Directors and secure from them, for the benefit of the public and employes, the common courtesies that are due from one man to another?

We will thank you to arrange, if possible, so that Mr. Whitehead and his subordinate officials will give us a hearing on this matter, as it is our desire to adjust same without any trouble or inconvenience to your Department and in justice to both the Company and the men.

Thanking you in advance for an early reply, I am

Very truly yours,

PILE & GOODRICH,

By L. E. Goodrich

LEG/EJ
Encl.

COPY

April 26, 1919.

Mr. W. N. Whitehead, Federal Manager,
Missouri, Kansas & Texas Properties,
St. Louis, Missouri.

Dear Sir:-

Directing your attention to the matter of the proper application of Supplement No. 12 and General Order No. 27 insofar as applicable to the colored train porters of the Missouri, Kansas and Texas Properties and the claim of one Billie Shaw, a discharged train porter who is making claim for back time due, beg to advise that we submitted this matter to the Director of the Division of Labor of the United States Railroad Administration and in reply they have advised us that on April 7th instructions were issued to all Regional Directors that the order should be applied as issued.

They further advise us that they believe that if the matter is again handled with the Railroad officials an adjustment will be arrived at and suggest that we again handle it with the officials.

In the light of this information and the suggestion contained in their communications to us, we will ask you to fix a time and place for a conference on this matter. If possible we would appreciate your designating Mr. Whitenton to represent the Company in this matter, owing to the fact that we can handle it without further expense to these men inasmuch as they are not in a position to finance any unnecessary expenditure on same.

We will thank you to advise us at an early date as to the time and place that you can give us a conference on this matter and whether or not it will be possible for you to arrange for Mr. Whitenton to handle same.

Very truly yours,

PILE & GOODRICH,

By L. E. Goodrich (Signed)

LEG:MB

COPY

UNITED STATES RAILROAD ADMINISTRATION
Director General of Railroads
SOUTHWESTERN REGION

MISSOURI, KANSAS & TEXAS RAILROAD
MISSOURI, KANSAS & TEXAS RAILROAD OF TEXAS
WICHITA FALLS & NORTHWESTERN RAILROAD
MISSOURI, OKLAHOM & GULF RAILROAD
OKLAHOMA BELT RAILROAD.

Railway Exchange Bldg.,
St. Louis, Mo.

C. N. Whitehead,
Federal Manager.

May 1, 1919.

A-19

Messrs. Pile & Goodrich,
1810½ Main Street,
Parsons, Kansas.

Gentlemen:

I have your letter of April 26th, concerning the matter of application of Supplement No. 12 to General Order No. 27, and with particular reference to colored train porters.

We have recently received instructions as to the application of this supplement on our lines and the matter is now being handled.

I do not see any necessity for conference with third parties in connection with this matter, as we expect to apply the orders of the Director General fully on our own lines, and, if any individuals are dissatisfied with such application, the Administration has provided necessary machinery for adjusting such complaints.

Yours truly,

(Signed) C. N. Whitehead.

May 14,1919.

E-38-11-A

Mr. W. M. Whitehead,
Federal Manager, M. K. & T. RR,
St. Louis,Mo.

Dear Sir:

I am in receipt of a complaint from Messrs. Pile & Goodrich, Attorneys, Parsons, Kansas, representing certain colored train porters on the M. K. & T. RR in the states of Missouri, Kansas and Oklahoma.

Only one specific case has been brought up in the correspondence; namely, that of Billie Shaw, but it seems that they have a number of clients and state that Supplement No. 12 has not been applied to the work they are doing.

It has been my experience that in dealing with colored men it is frequently impossible to get them to understand from correspondence the position of the railroad officials or what they should really expect under the wage orders and it might not be a bad idea to see that these attorneys are accorded an interview by some one who can make such explanation to them of the matter as well be easily understood which they might be able to pass on to such clients as they may have.

I do not understand that these men are organized and therefore they would not be in position to take the case up with any Board of Adjustment. It is true that if any of the individual employees are dissatisfied the usual avenues of adjustment are open to them but it is more than possible a great deal of detail might be avoided provided the situation could be discussed by one of your subordinate officers with Messrs. Pile & Goodrich.

This has reference to your letter to Messrs. Pile & Goodrich of May 1,1919. Will you please let me know whether it will be possible for you to see that the matter is discussed with these gentlemen?

Yours truly,

J. A. Franklin

Asst.Director.

7-AR
Copy to Mr.B.F.Bush,Regional Director.

May 14,1919.

B-38-11-A

Messrs. Pile & Goodrich,
Lawyers,
1810½ Main St.,
Parsons, Kansas.

Gentlemen:

This will acknowledge receipt of your letter of May 7th with further reference to back pay which is claimed to be due Billie Shaw, train porter, under Supplement No.12.

Please be advised that I am taking the cases you are interested in up with the Federal Manager of the M.K.& T. Railroad.

Yours truly,

J. A. Franklin

7-AR